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No. 27] NEW DELHI, JULY 1—JULY 7, 2007, SATURDAY/ASADHA 10—ASADHA 16, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 19 जून, 2007

(आयकर)

का.आ. 1908.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा “दि कर्नाटक स्टेट ब्रिज एसोसिएशन, बंगलौर” को कर निर्धारण वर्ष 1997-98 से 1999-2000 तक के लिए और निम्नलिखित शर्तों के अधीन उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11

की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के उपबंधों के अनुसार अपनी आय की विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विघटन की स्थिति में अतिरिक्त राशियाँ और परिसंपत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 205/2007/फ. सं. 196/12/2004-आयकर नि.-1]

दीपक गर्ग, अवर सचिव

MINISTRY OF FINANCE**(Department of Revenue)****[CENTRAL BOARD OF DIRECT TAXES]**

New Delhi, the 19th June, 2007

(INCOME-TAX)

S.O. 1908.—In exercise of powers conferred by the clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “**The Karnataka State Bridge Association, Bangalore**” for the purpose of the said clause for the assessment years **1997-98 to 1999-2000** subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives.

[Notification No. 205/2007/F. No. 196/12/2004-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 21 जून, 2007

(आयकर)

का.आ. 1909.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा “**मेयर्स स्पोर्ट्स बेनीफिट फंड, कोलकाता**” को कर निर्धारण वर्ष 1997-98 से 1999-2000 तक के लिए और निम्नलिखित शर्तों के अधीन उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11

की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार संस्था के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के उपबंधों के अनुसार अपनी आय की विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विघटन की स्थिति में अतिरिक्त राशियाँ और परिसंपत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 206/2007/फा. सं. 196/3/1999-आयकर नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 21st June, 2007

(INCOME-TAX)

S.O. 1909.—In exercise of powers conferred by the clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “**Mayor's Sports Benefit Fund, Kolkata**” for the purpose of the said clause for the assessment years **1997-98 to 1999-2000** subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives.

[Notification No. 206/2007/F. No. 196/3/1999-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 3 जुलाई, 2007

(आयकर)

का.आ. 1910.—जबकि, आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झक की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने, 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि, मैसर्स मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड, जिसका पंजीकृत कार्यालय सर्वे सं. 15, वडगाँवशेरी, कल्याणी नगर, पूणे-411 014 में है वह सर्वे सं. 15 एवं अन्य, वडगाँवशेरी, पूणे-411014 महाराष्ट्र में एक औद्योगिक पार्क का विकास कर रहा है;

और, जबकि, केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 17-2-2003 के पत्र सं. (दिनांक 30-07-2003 को संशोधित) के पत्र सं. 15/5/2003-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है ;

अब, इसलिए, उक्त अधिनियम की धारा 80 झक की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स मैसर्स मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड, पूणे द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड, पूणे द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है ।

1. (i) औद्योगिक उपक्रम का नाम : मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड
- (ii) प्रस्तावित स्थान : सर्वे सं. 15, एवं अन्य वडगाँवशेरी
पूणे-411 014 महाराष्ट्र
- (iii) औद्योगिक पार्क का क्षेत्रफल : 42,000 वर्ग मीटर
- (iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	—	डाटा प्रोसेसिंग, साफ्टवेयर डेवलपमेंट एंड कम्प्यूटर कंसलटेंसी सर्विसिज

- (v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 90%
- (vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : 10%
- (vii) औद्योगिक यूनिटों की न्यूनतम संख्या : 105 यूनिटें
- (viii) प्रस्तावित कुल निवेश (राशि रुपए में) : 48.00 करोड़
- (ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में) : 24.00 करोड़
- (x) अवसरंचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में) : 48.00 करोड़
- (xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : दिसम्बर, 2003

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कॉलम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड, पूणे उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झक की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झक की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड, पूणे ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम के पहले ही प्रदान किया गया है।

10. यदि मैसर्स मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड, पूणे (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स मेरीगोल्ड प्रेमाइसिस प्राइवेट लिमिटेड, पूणे औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगाना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

[अधिसूचना सं. 209/2007/फा. सं. 178/78/2007-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 3rd July, 2007

(INCOME-TAX)

S. O. 1910.—Whereas, the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified

a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193 (E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354 (E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Marigold Premises Private Limited, having Registered Office of Survey No. 15, Vadgaon Sheri Kalyani Nagar, Pune-411 004, is developing an Industrial Park at Survey No. 15, and others, Vadgaon Sheri, Pune -411004, Maharashtra;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15(5)/2003-IP & ID dated 17-2-2003 (amended on 30-7-2003) subject to the terms and conditions mentioned in the annexure to this notification ;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Marigold Premises Private Limited, Pune, as an Industrial Park for the purposes of the said clause (iii).

ANNEXURE

The Terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Marigold Premises Private Limited, Pune,

1. (i) Name of the Industrial Undertaking : Marigold Premises Private Limited
- (ii) Proposed Location : Survey No. 15, & others,
Vadgaon Sheri, Pune -411 004,
Maharashtra.
- (iii) Area of Industrial Park : 42,000 Square Meters
- (iv) Proposed Activities

Nature of Industrial Activity with NIC code					
		NIC Code			Description
Sl. No.	Section	Division	Group	Class	
A	8	89	892	-	Data processing, software development and computer consultancy services
(v)	Percentage of allocable area earmarked for industrial use		:	90%	
(vi)	Percentage of allocable area earmarked for commercial use		:	10%	
(vii)	Minimum number of industrial units		:	105 Units	
(viii)	Total investments proposed (Amount in Rupees)		:	48.00 crores	
(ix)	Investment on built-up space for industrial use (Amount in Rupees)		:	24.00 crores	
(x)	Investment on infrastructure Development including investment on built-up space for industrial use (Amount in Rupees)		:	48.00 crores	
(xi)	Proposed date of commencement of the Industrial park		:	December, 2003	

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para-1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Marigold Premises Private Limited, Pune, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80/IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Marigold Premises Private Limited, Pune, shall be solely responsible for any repercussions of such invalidity, if :

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Marigold Premises Private Limited, Pune, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Marigold Premises Private Limited, Pune, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 209/2007/F.No. 178/78/2007-ITA-I]

DEEPAK GARG, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 21 जून, 2007

का.आ. 1911.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की संस्तुति पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 12 की उप-धारा (1) के उप-खण्ड (ii) के उपबंध 20 अप्रैल, 2018 तक, आईसीआईसीआई बैंक लि., पर लागू नहीं होंगे।

[फा. सं. 13/2/2007-बीओए]

एस. गोपाल कृष्णा, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 21st June, 2007

S.O. 1911.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India, on the recommendations of Reserve Bank of India, hereby declares that the provisions of sub-clause (ii) of sub-section (1) of Section 12 of the said Act shall not apply to the ICICI Bank Ltd. till April 20, 2018.

[F.No. 13/2/2007-BOA]

S. GOPAL KRISHNA, Under Secy.

नई दिल्ली, 25 जून, 2007

का.आ. 1912.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 9 के उप-खण्ड (1) और (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श करने के पश्चात्, एतद्वारा, श्री. पी. के. नैय्यर, अध्यक्ष, अखिल भारतीय पंजाब नेशनल बैंक अधिकारी संघ को दिनांक 19-2-2007 से 31-3-2009 तक, अर्थात् अधिवर्षिता की आयु प्राप्त करने वाले माह की आखिरी तारीख तक की अवधि के लिए या पंजाब नेशनल बैंक के अधिकारी बने रहने तक, जो भी पहले हो, पंजाब नेशनल बैंक के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/3/2007-बीओ-1]

डी. पी. भारद्वाज, उप सचिव

New Delhi, the 25th June, 2007

S.O. 1912.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970/1980 read with sub-clauses (1) and (2) of clause 9 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri P.K. Nayar, President, All India Punjab National Bank Officers' Association as Officer Employee Director on the Board of Directors of Punjab National Bank for a period, w.e.f. 19-2-2007 and till 31-3-2009, i.e. the last day of the month in which he would attain the age of superannuation or until he ceases to be an officer of the Punjab National Bank, whichever is earlier.

[F. No. 9/3/2007-BO-I]

D. P. BHARDWAJ, Under Secy.

नई दिल्ली, 25 जून, 2007

का.आ. 1913.—भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) की धारा (6) की उप-धारा (2) के साथ पठित धारा (6) की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री आर.एम. मल्ला, मुख्य कार्यकारी अधिकारी, आईएफसीआई लि., को उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए अथवा उनकी अधिवर्षिता तक अथवा अगले आदेशों तक, जो भी पहले हो, 24050-650—26000 रुपए के वेतनमान में, भारतीय लघु उद्योग विकास बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं. 3/4/2006-आई एफ-1]

एम. साहु, अवर सचिव

New Delhi, the 25th June, 2007

S.O. 1913.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section (6) read with sub-section (2) of Section (6) of the Small Industries Development Bank of India Act, 1989 (39 of 1989), the Central Government hereby appoints Shri R. M. Malla, CEO, IFCI Ltd., as Chairman and Managing Director, in the pay scale of Rs. 24050-650-26000 in SIDBI for a period of five years from the date of his taking charge of the post or till the date of his superannuation or until further orders, whichever is the earliest.

[F. No. 3/4/2006-IF-1]

M. SAHU, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 8 जून, 2007

का.आ. 1914.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 7 की उप-धारा (3) के उपबंध के अनुसरण में डा. पी. विजयलक्ष्मी, 30-11-2006 को सरकारी सेवा से अपने सेवा निवर्तन के कारण भारतीय आयुर्विज्ञान परिषद् की सदस्य नहीं रही।

भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 7 की उपधारा (4) के उपबंध के साथ पठित धारा 3 की उप-धारा (1) (ख) के उपबंध के अनुसरण में डॉ. के. मीर मुस्तफा हुसैन, कुलपति, द तमिलनाडु डॉ. एम. जी. आर. मेडिकल यूनिवर्सिटी, चेन्नई-32, कायचिकित्सा संकाय द तमिलनाडु डॉ. एम. जी. आर. मेडिकल यूनिवर्सिटी के सदस्य को द तमिलनाडु डॉ. एम.जी. आर. मेडिकल यूनिवर्सिटी की सीनेट द्वारा सर्वसम्मति से इस अधिसूचना के जारी होने की तारीख से 20-7-2010 तक भारतीय आयुर्विज्ञान परिषद् का एक सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का. आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 68 के सामने निम्नलिखित प्रविष्टियाँ प्रतिस्थापित की जाएंगी; अर्थात् :—

“68. डॉ. के. मीर मुस्तफा हुसैन,
कुलपति,
द तमिलनाडु डॉ. एम.जी.आर,
मेडिकल यूनिवर्सिटी, चेन्नई-32

द तमिलनाडु डॉ. एम. जी.आर,
मेडिकल यूनिवर्सिटी, चेन्नई”

[संख्या वी-11013/1/2007-एम ई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 8th June, 2007

S.O. 1914.—Whereas in pursuance of the provision of sub-section (3) of Section 7 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. P Vijayalakshmi ceased to be the member of the Medical Council of India due to her retirement from Government service on 30-11-2006.

Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 read with the provision of sub-section (4) of Section 7 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. K. Meer Mustafa Hussain, Vice-Chancellor, The Tamil Nadu Dr. M.G.R. Medical University, Chennai-32 member of the faculty of Medicine, The Tamil Nadu Dr. M.G.R. Medical University has been elected unanimously by the Senate of the Tamil Nadu Dr. M.G.R. Medical University to be a member of the Medical Council of India with effect from the date of issue of this notification to 20-7-2010.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, “Elected under clause (b) of sub-section (1) of Section 3”, against serial number 68, the following entries shall be substituted namely:—

“68 Dr. K. Meer Mustafa Hussain
Vice-Chancellor
The Tamil Nadu Dr. M. G. R.
Medical University
Chennai-32

The Tamil Nadu
Dr. M.G.R. Medical University”

[No. V-11013/1/2007-ME(P-1)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 8 जून, 2007

का.आ. 1915.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (ग) के अनुसरण में कर्नाटक के पंजीकृत चिकित्सा स्नातक निर्वाचन क्षेत्र में निर्वाचन करवाया है जहां से डा. शिवानन्द एस. भिमाली, शिवानन्द नालिया, गणेश नगर मंदिर के निकट, मकमतपुरा, गुलबर्गा को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में पांच वर्षों के लिए निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खंड (ग) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 12 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

“12. डा. शिवानन्द एस. भिमाली आर एम जी कर्नाटक”
शिवानन्द नालिया,
मकान नं. 4-847, सराफ बाजार,
गणेश मंदिर के निकट,
मकमतपुरा, गुलबर्गा

[संख्या बी-11013/7/2006-एमई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 8th June, 2007

S.O. 1915.—Whereas the Central Government in pursuance of the provision of clause (c) of sub-section (1) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) has conducted the election from the Registered Medical Graduate Constituency of Karnataka wherefrom Dr. Shivanand S. Bhimali, Shivanand Naliya, Near Ganesh Nagar Mandir, Makamtapura, Gulbarga has been elected to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of health number S.O. 138 dated the 9th January, 1960, namely :—

In the said notification, under the heading, “Elected under clause (c) of sub-section (1) of Section 3”, against serial number 12, the following entries shall be substituted, namely :—

“12. Dr. Shivanand S. Bhimali, RMG Karnataka.”
Shivanand Naliya,
H. No. 4-847, Saraf Bazar,
Near Ganesh Nagar Mandir,
Makamtapura, Gulbarga.

[No. V-11013/7/2006-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 25 जून, 2007

का.आ. 1916.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (4) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस मंत्रालय की दिनांक 15-5-2007 की समसंख्यक अधिसूचना का अधिक्रमण करते हुए भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-III में निम्नलिखित और संशोधन करती है, अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-III में हांगकांग विश्वविद्यालय, हांगकांग से संबंधित क्रमांक सं. 87 के सामने स्तंभ 1, 2 एवं 3 की वर्तमान प्रविष्टियों के नीचे निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

“87. हांगकांग विश्वविद्यालय, भारतीय विश्वविद्यालय	एम.डी.एस.
हांगकांग के एमडीएस (ओरल	(ओरल एंड
एंड मैक्सिलोफेशियल	मैक्सिलो-
सर्जरी) के समकक्ष	फेशियल
एक अतिरिक्त अर्हता	सर्जरी)
के रूप में ओरल एंड	हांगकांग
मैक्सिलोफेशियल सर्जरी	विश्व-
में दंत शल्य चिकित्सा	विद्यालय
में मास्टर की उपाधि। (हांगकांग)”	
(जब यह 1-12-1998	
को या इससे पूर्व प्रदान	
की गई हो)	

[संख्या बी-12018/4/2006-डीई]

के. वी. एस. राव, उप सचिव

New Delhi, the 25th June, 2007

S.O. 1916.—In exercise of the powers conferred by clause (b) of sub-section (4) of Section 10 of the Dentists of Act, 1948 (16 of 1948) and in supersession of this Ministry's notification of even number dated 15-5-2007, the Central Government, after consultation with the Dental Council of India, hereby makes the following further amendments in Part-III of the Schedule to the said Act, namely :—

2. Under the existing entries of column 1, 2 and 3 against serial number 87 pertaining to University of Hong Kong, Hong Kong in Part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following entries shall be added, namely :—

"87. University of Hong Kong, Hong Kong Master of Dental Surgery in Oral & Maxillofacial Surgery as an additional qualification equivalent to MDS (Oral & Maxillofacial Surgery) of Indian University. (When granted on or before 1-12-1998). M.D.S. (Oral and Maxillofacial Surgery) University of Hong Kong (Hong Kong)"

Hindi :—

Plant Quarantine Station,
Third Floor, S.W. Wing,
Dock Labour Board Building,
Port Area, Visakhapatnam,
(Andhra Pradesh)-530035.

[No. 3-6/2004-Hindi Neeti]

K. N. KUMAR, Jt. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 29 मई, 2007

का.आ. 1918.—चलचित्रकी अधिनियम (प्रमाणन) नियमावली, 1983 के नियम 43 के साथ पठित चलचित्रकी अधिनियम, 1952 (1952 का 37) की धारा 5घ की उप-धारा (1) और (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार श्री प्रेमाशीष चौधरी और श्री उत्पल मजूमदार को फिल्म प्रमाणन अपीलीय अधिकरण के सदस्यों के रूप में सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, एतद्वारा नियुक्ति करती है।

[फा. सं. 811/1/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 29th May, 2007

S. O. 1918.—In exercise of the powers conferred by sub-section (1) and (3) of Section 5D of the Cinematograph Act, 1952 (37 of 1952) read with rule 43 of the Cinematograph Act (Certification) Rules, 1983, the Central Government hereby appoints Shri Premashis Choudhry and Shri Utpal Majumdar as Members of the Film Certification Appellate Tribunal for a period of three years from the date of publication of this notification in the Official Gazette or until further orders, whichever is earlier.

[F. No. 811/1/2006-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 31 मई, 2007

का.आ. 1919.—चलचित्रकी (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्रकी अधिनियम, 1952 (1952 का 37) की धारा 5 घ की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल का गठन करती है और निम्नलिखित व्यक्तियों को उक्त पैनल के सदस्यों के रूप में तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है। यह इस मंत्रालय की दिनांक 5 फरवरी, 2005 की अधिसूचना सं. 809/3/2004-एफ (सी) के अधिक्रमण में है।

[No. V-12018/4/2006-DE]

KVS RAO, Dy. Secy.

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 21 जून, 2007

का.आ. 1917.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के निधम 10 के उप-नियम (4) के अनुसरण में कृषि एवं सहकारिता विभाग, कृषि मंत्रालय के प्रशासनिक नियंत्रणाधीन वनस्पति संरक्षण, संगरोध एवं संग्रह निदेशालय, फरीदाबाद के निम्नलिखित क्षेत्रीय कार्यालय को जिसके 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

वनस्पति संरक्षण केन्द्र,
तीसरा तल, एस. डब्ल्यू. विंग,
डॉक लैबर बोर्ड बिल्डिंग, पोर्ट एरिया,
विशाखापत्तनम (आन्ध्र प्रदेश)-530035

[संख्या 3-6/2004-हिन्दी नीति]

के. एन. कुमार, संयुक्त सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture and Co-operation)

New Delhi, the 21st June, 2007

S.O. 1917.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for Official Purposes of the Union) Rule, 1976, the Central Government hereby notifies following Office of the Directorate of Plant Protection Quarantine & Storage, Faridabad, under the Administrative Control of the Department of Agriculture and Cooperation, Ministry of Agriculture, 80% staff whereof have acquired the working knowledge of

1. श्रीमती अरूणा व्यास
2. श्रीमती बी. सुगुना
3. श्रीमती वसीरेड्डी सीता देवी
4. श्रीमती श्रीवरा
5. श्रीमती दीपिका रेड्डी
6. श्रीमती के. रत्ना श्री
7. श्रीमती जी. विजय लक्ष्मी
8. श्रीमती जी. वी. अरूणा कुमारी
9. श्रीमती के. ज्योत्सना
10. श्रीमती शोभा रानी
11. श्रीमती टी. विजय लक्ष्मी
12. श्रीमती पोलावरम कल्याण
13. श्री राकेश जायसवाल
14. श्री एम. आर. कोंडल रेड्डी
15. श्री मो. यूसुफुद्दीन (वाई. आर. बाबू)
16. श्री एम. मनमोहन रेड्डी
17. डी. प्रजोत रेड्डी
18. श्री सीता रामा राजू एन.
19. श्री जे. नरसिंगा राव
20. श्री के. जगन्नाथ राव
21. श्री एस. हरीनाथ रेड्डी
22. श्री एम. उदय कुमार
23. डॉ. वद्वेपल्ली कुमार
24. श्री सी. वी. सुब्बा राव
25. डा. मुक्तेवी भारती
26. श्रीमती सेशावल्ली सुन्दश रमैय्याह
27. डा. ए. आर. विजय लक्ष्मी
28. श्रीमती एस. शोभा शंकर
29. श्रीमती चित्रा नागराजन
30. श्रीमती अतालुरी मणी
31. सु. एस. शैलजा रेड्डी
32. श्रीमती वी. पदमजा
33. डा. प्रभला नरसिम्हा मूर्ति
34. श्री जी. चक्रधर
35. डा. एस. वी. रवीन्द्रनाथ

36. डा. डी. वी. एन. राजू
37. श्री पी. वी. चलपति राजू
38. श्री जोन्नाविधुला रामालिंगेश्वर राव
39. श्री टी. नरेश कुमार रेड्डी
40. श्री ए. रवि कुमार
41. श्री यू. सुधाकर रेड्डी
42. श्री सनागसेती हरी बाबू
43. श्री इप्पिली तिरुमाला राव
44. श्री मुनीगल श्याम राव
45. श्री एस. ए. श्याम कुमार

[फा. सं. 809/1/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 31st May, 2007

S.O. 1919.— In exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to constitute the Hyderabad advisory panel of the Central Board of Film Certification and to appoint the following persons as members of the said panel with immediate effect for a period of two years or until further orders, whichever is earlier. This supersedes this Ministry's Notification No. 809/3/2004-F(C), dated 5th February, 2005.

1. Smt. Aruna Vyas
2. Smt. B. Suguna
3. Smt. Vasireddy Sita Devi
4. Smt. Srivara
5. Smt. Deepika Reddy
6. Smt. K. Ratna Sree
7. Smt. G. Vijaya Lakshmi
8. Smt. G. V. Aruna Kumari
9. Smt. K. Jyotsna
10. Smt. Ch. Shobha Rani
11. Smt. T. Vijaya Lakshmi
12. Smt. Polavaram Kalyani
13. Shri Rakesh Jaiswal
14. Shri M. R. Kondal Reddy
15. Shri Mohd. Yousufuddin (Y. R. Babu)
16. Shri M. Manmohan Reddy
17. Dr. Prajoth Reddy

18. Shri Seetha Rama Raju N.
19. Shri J. Narsinga Rao
20. Shri K. Jagannadha Rao
21. Shri S. Harinatha Reddy
22. Shri M. Uday Kumar
23. Dr. Vaddepalli Krishna
24. Shri C. V. Subba Rao
25. Dr. Muktevi Bharati
26. Smt. Seshavalli Sundara Ramaiah
27. Dr. A. R. Vijaya Lakshmi
28. Smt. S. Sobha Shankar
29. Smt. Chitra Nagarajan
30. Smt. Attaluri Mani
31. Ms. S. Snailaja Reddy
32. Smt. V. Padmaja
33. Dr. Prabhala Narasimha Murthy
34. Shri G. Chakradhar
35. Dr. S.V. Ravindranath
36. Dr. V. N. Raju
37. Shri P. V. Chalapathi Rao
38. Shri Jonnavithula Ramalingeswara Rao
39. Shri T. Naresh Kumar Reddy
40. Shri A. Ravi Kumar
41. Shri U. Sudhakar Reddy
42. Shri Sanagasetti Hari Babu
43. Shri Ippili Tirumala Rao
44. Shri Munigala Shyam Rao
45. Shri S. A. Shyam Kumar

[F. No. 809/1/2007-F(C)]

SANGEETA SINGH, Director (Films)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(सूचना प्रौद्योगिकी विभाग)

नई दिल्ली, 26 जून, 2007

का.आ. 1920.—सूचना प्रौद्योगिकी अधिनियम, 2000 की धारा 48 की उप-धारा (1) साइबर विनियमन अपील अधिकरण के नाम से ज्ञात एक या अधिक अपील अधिकरण की स्थापना के लिए उपबंध करती है।

2. सूचना प्रौद्योगिकी अधिनियम, 2000 की धारा 49 यह उपबंध करती है कि साइबर अपील अधिकरण में केन्द्रीय सरकार द्वारा

नियुक्त किया जाने वाला पीठासीन अधिकारी के रूप में ज्ञात केवल एक व्यक्ति होगा।

3. तदनुसार, केन्द्रीय सरकार ने, अधिसूचना सं. 2 (2)/2006-कर्मिक 1, तारीख 4 अक्टूबर, 2006 द्वारा साइबर विनियमन अपील अधिकरण के पीठासीन अधिकारी के रूप में न्यायमूर्ति (सेवानिवृत्त) श्री आर.सी. जैन को नियुक्त किया है। सूचना प्रौद्योगिकी अधिनियम, 2000 की धारा 48 की उप-धारा (1) के निबंधनों में उक्त अधिकरण नई दिल्ली में स्थापित है।

4. इसके अतिरिक्त, सूचना प्रौद्योगिकी अधिनियम, 2000 की धारा 48 की उप-धारा (2) की अपेक्षानुसार साइबर विनियमन अपील अधिकरण को, धारा 57 के अधीन यथा उपबंधित विषयों/स्थानों और उक्त अधिनियम में प्रगणित अन्य संबंधित मुद्दों के संबंध में अधिकारिता होगी।

[सं. 2(2)/2006-पर्स.-I]

एम. एम. नाम्बियार, अपर सचिव

टिप्पण :— मूल अधिसूचना सं. 27, दिनांक 9 जून, 2000 के द्वारा जारी की गई थी।

**MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY**

(Department of Information Technology)

New Delhi, the 26th June, 2007

S.O. 1920.— Whereas Section 48 sub-section (1) or the Information Technology Act, 2000 provides for establishment of one or more appellate tribunal to be known as Cyber Regulations Appellate Tribunal.

2. Whereas Section 49 of the Information Technology Act, 2000 provide that a Cyber Appellate Tribunal shall consist of one person only known as the Presiding Officer, to be appointed by the Central Government.

3. Accordingly, the Central Government has appointed Justice (retired) Shri R. C. Jain as Presiding Officer of the Cyber Regulations Appellate Tribunal, vide Notification No. 2 (2)/2006-Pers.- I, dated 4th October, 2006. In terms of Section 48 sub-section (1) of the Information Technology Act, 2000, the said Tribunal is established at New Delhi.

4. Further, as required under Section 48 sub-section (2) of the Information Technology Act, 2000, the Cyber Regulations Appellate Tribunal will be having jurisdiction on matters/places as provided under Section 57 and other related issues enumerated in the said Act.

[No. 2 (2)/2006-Pers.-I]

M. M. NAMBIAR, Addl. Secy.

Note :— The principal notification was issued vide No. 27, dated June 9, 2000.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 20 जून, 2007

का.आ. 1921.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं (अप्रैल 2007 महीना के लिये) :

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा. संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	5326459	02-04-07	मैसर्स इरी-टेक लिमिटेड 53, कुमारपारा लेन लिलुया हावड़ा-711204 पश्चिम बंगाल	शिरोपरि प्रेषणों के लिए एल्यूमीनियम के चालक	398	4	—	1994
2.	5328463	04-04-07	मैसर्स कोलकाता प्लाईवुड कं. (प्राई.) लिमिटेड पो.आ. चालसा जिला-जलपाईगुड़ी पिन-734001	सामान्य प्रयोजनों के लिए प्लाईवुड	303			1989
3.	5328564	05-04-07	मैसर्स कोलकाता प्लाईवुड कं. (प्राई.) लिमिटेड पो.आ. चालसा जिला - जलपाईगुड़ी पिन-7434001	ब्लॉक बोर्ड	1659			2004
4.	5329768	10-04-07	मैसर्स सुप्रीम वुड प्रोडक्ट्स प्राईवेट लिमिटेड ग्राम : बानियारा, पो.आ. बेगरी, जिला- हावड़ा पिन : 711411, पश्चिम बंगाल	-वही-	1659			2004
5.	5329689	11-04-07	मैसर्स देवेक्स सेल्स एंटरप्राइज 21/1 कैनाल ईस्ट रोड, कोलकाता-700067	सुवाहय अग्निशामक, शुष्क पाउडर	2171			1999
6.	5329162	05-04-07	मैसर्स ट्रिनिटी लैमिनेशन कम्पनी प्राईवेट लिमिटेड 103/23 फोरशोर रोड हावड़ा-711102	बलॉक बोर्ड	1659			2004
7.	5331048	12-04-07	मैसर्स एम सी टयूब्स प्राईवेट लिमिटेड 7 व 9 मालीपांचघरा स्ट्रीट लिलुया, हावड़ा-711204	बिजली के संस्थापन के लिए नलिकाएं	9537	2		1981

[सं. सी एम डी/13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 20th June, 2007

S.O. 1921—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the grant of licences particulars of which are given in the following schedule (for the month of Arpil, 2007) :

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	5326459	02-04-07	M/s. ERI-Tech Ltd. 53, Kumarpara Lane Liluah Howrah-711204, W.B.	Aluminium-conductors for-overhead transmission purpose	398	4	—	1994
2.	5328463	04-04-07	M/s. Calcutta Plywood Co. (Pvt.) Ltd. Church Road Siliguri-734001, W.B.	Plywood for general purpose	303	—	—	1989
3.	5328564	05-04-07	M/s. Calcutta Ploywood Co. (Pvt.) Ltd. Church Road Siliguri-734001, W.B.	Block Board	1659	—	—	2004
4.	5329768	10-04-07	M/s. Supreme Wood Products Pvt. Ltd. Vill : Baniara, P.O. Begri Howrah.	-do-	1659	—	—	2004
5.	5329689	11-04-07	M/s. Debex Sales Enterprise 21/1 Canal East Road Kolkata-700067, W.B.	Portable Fire Extinguisher Dry Powder	2171	—	—	1999
6.	5329162	05-04-07	M/s. Trinity Lamination Co. Pvt. Ltd. 103/23 Foreshore Rd. Howrah-711102, W.B.	Block Board	1659	—	—	2004
7.	5331048	12-04-07	M/s. M.C. Tubes Pvt. Ltd., 7 & 9 Malipanchghara Street, Liluah-7112004 Howrah, W.B.	Conduits for Electrical Installation Rigid Steel, Conduits	9537	2		1981

[No. CMD/13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 22 जून, 2007

का. आ. 1922.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा. संख्या	भाग	अनुभाग	वर्ष
1	2	3	4	5	6	7	8	9
1.	7736892	08-05-2007	श्री कृष्णा इंटरप्राइजेज, प्लॉट नं. डब्ल्यू-17, एम आय डी सी एरिया, परभणी-431401	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
2.	7737288	14-05-2007	ज्योतिबा बेवरेजेज, 16/6, नांदेड फाटा, सिंहगढ़ रोड, सवाली ढावा के सामने, तालुका हवेली, जिला-पुणे-411041	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
3.	7741481	18-05-2007	कालेश्वर मिनरल्स, गट संख्या 68, होनाजी इस्टेट, विष्णु पुरी, जिला-नांदेड-431606	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
4.	7742281	18-05-2007	महावीर पाइप इंडस्ट्रीज, प्लॉट संख्या सी-30, सूपा एम आय डी सी, तालुका पारनेर, जिला-अहमदनगर-414301	पेयजल आपूर्ति के लिए अनप्लास्टिसाइज्ड पीवीसी पाइप्स	4985			2000
5.	7743384	22-05-2007	विनीत कोटेक्स प्रा. लि., डब्ल्यू नं. 13, म. नं. 1203, गट संख्या 461, प्लॉट नं. 24, 25, 26, जूना चांदुर रास्ता, गुरुकानन नगर, इचलकरंजी, तालुका हटकंगले, जिला-कोल्हापुर-416115	सूती डिल्स	177			1989
6.	7743485	22-05-2007	विनीत कोटेक्स प्रा. लि., डब्ल्यू नं. 13, म. नं. 1203, गट संख्या 461, प्लॉट नं. 24, 25, 26, जूना चांदुर रास्ता, गुरुकानन नगर, इचलकरंजी, तालुका हटकंगले, जिला-कोल्हापुर-416115	सूती सेल्यूलर सर्टिंग	1144			1980

1	2	3	4	5	6	7	8	9
7.	7743687	22-05-2007	वर्धमान इंडस्ट्रीज, प्लॉट नं. ए-24/2, एम आय डी सी चिंचोली, तालुका-मोहोल जिला-सोलापुर-413255	पेयजल आपूर्ति के लिए अनप्लास्टिसाइज्ड पीवीसी पाइप्स	4985			2000
8.	7743586	23-05-2007	महेश टेक्सटाइल प्रोसेसर्स, प्लॉट नं. 37 से 39, फेज-एक, सैक्टर-बी, लक्ष्मी कॉ-ऑपरेटिव इंड. इस्टेट लि., इचलकरंजी जिला-कोल्हापुर-416115	सूती ड्रिल्स	177			1989
9.	7743788	23-05-2007	पदमचंद मिलापचंद जैन, ब्लॉक नं. 253, न्यू इंडस्ट्रीयल इस्टेट, इचलकरंजी, जिला-कोल्हापुर-416115	सूती ड्रिल्स	177			1989
10.	7744487	24-05-2007	माली पाइप इंडस्ट्रीज प्लॉट नं. 67, 68, 69, 83, 84, संगोला इंडस्ट्रीयल कॉ-ऑप. इस्टेट, कमलापुर, तालुका-संगोला जिला-सोलापुर-413307	पेयजल आपूर्ति के लिए अनप्लास्टिसाइज्ड पीवीसी पाइप्स	4985			2000
11.	7744184	24-05-2007	पिनाकिन अकुआ मिनरल्स प्रा. लि., मिलकत नं. 436, स. नं. 30/2, धायरी नारहे रोड, ग्राम-धायरी, तालुका-हवेली, जिला-पुणे-411 041	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
12.	7744992	17-05-2007	वालेन्सी कंपाउन्ड्स सर्विसेज प्रा. लि., ए-62, एम आय डी सी एरिया, नागपुर, जिला-अहमदनगर	कार्बन और कार्बन मेग्नीज स्टील के मैनुअल धातु आर्क वेल्डिंग के लिए आवरित इलेक्ट्रोड्स।	814			2004

[सं. सी एम डी/13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 22nd June, 2007

S.O. 1922.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Section	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	7736892	8-5-2007	Shri Krishna Enterprises Plot No. W-17, MIDC Area Parbhani-431401	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
2	7737288	14-5-2007	Jyotiba Beverages 16/6, Nanded Phata Sinhgad Road Opp. Savali Dhaba Taluka Haveli District Pune-411041	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
3	7741481	18-5-2007	Kaleshwar Minerals Gut No. 68 Honaji Estate Vishnupuri District Nanded-431606	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
4	7742281	18-5-2007	Mahavir Pipe Industries Plot No. C-30. Supa MIDC Taluka Parner District Ahmednagar-414301	Unplasticized PVC pipes for potable water supplies	4985			2000
5	7743384	22-5-2007	Vineet Cotex Pvt. Ltd. W. No. 13, H. No. 1203, Gat No. 461, Plot No. 24, 25, 26 Juna Chandur Rasta Gurukanan Nagar Ichalkaranji Taluka Hatkanangale District Kolhapur-416115	Cottondrills	177			1989
6	7743485	22-5-2007	Vineet Cotex Pvt. Ltd. W. No. 13, H. No. 1203, Gat No. 461, Plot No. 24, 25, 26 Juna Chandur Rasta Gurukanan Nagar Ichalkaranji Taluka Hatkanangale District Kolhapur-416115	Cotton cellular shirting	1144			1980
7	7743687	22-5-2007	Vardhman Industries Plot No. A-24/2 MIDC Chincholi Taluka Mohol District Solapur-413255	UPVC pipes for potable water supplies	4985			2000

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
8	7743586	23-5-2007	Mahesh Textile Processors Plot No. 37 to 39, Phase 1st, Sector B Laxmi Co-Op. Indl. Estate Ltd. Ichalkaranji District Kolhapur-416115	Cotton drills	177			1989
9	7743788	23-5-2007	Padamchand Milapchand Jain Block No. 253 New Indl. Estate Ichalkaranji District Kolhapur-416115	Cotton drills	177			1989
10	7744487	24-5-2007	Mali Pipe Industries Plot No. 67, 68, 69, 83, 84, Sangola Indl. Co-Op. Estate Kamlapur Taluka Sangola District Solapur-413307	Unplasticized PVC pipes for potable water supplies	4985			2000
11	7744184	24-5-2007	Pinakin Aqua Minerals Pvt. Ltd. Milkat No. 436, S. No. 30/2, Dhayari Narhe Road, Village Dhayari, Taluka Haveli District Pune-411041	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
12	7744992	17-5-2007	Valency Compounds Services Pvt. Ltd. A-62, MIDC Area Nagapur, District Ahmednagar	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel	814			2004

[No. CMD/13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 27 जून, 2007

का. आ. 1923.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 9974 (भाग 1) : 1981	4 मार्च, 2007	25 जून, 2007

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ईटी 23/टी-3]

पी. के. मुखर्जी, वैज्ञा. एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 27th June, 2007

S. O. 1923.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 9974 (Part 1) : 1981 Specification for High Pressure Sodium Vapour Lamps : Part 1 General Requirements and Tests	4 March, 2007	25 June, 2007

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. ET 23/T-3]

P. K. MUKHERJEE, Sc. 'F' & Head (Electro-technical)

नई दिल्ली, 26 जून, 2007

का. आ. 1924.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 6792 : 1992 विद्युत रोधन तेलों की विद्युत सामर्थ्य ज्ञात करने की पद्धति (प्रथम पुनरीक्षण)	2 मई, 2007	31-05-2007

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ ईटी 03/टी-5]

पी. के. मुखर्जी, वैज्ञा. 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 26th June, 2007

S. O. 1924.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 6792 : 1992 Method for determination of Electrical strength of insulating oils (Firts Revision)	2 May, 2007	31-05-2007

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. ET 03/T-5]

P. K. MUKHERJEE, Sc. 'F' & Head (Electro-technical)

नई दिल्ली, 2 जुलाई, 2007

का. आ. 1925.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :—

* अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1293 : 2005 (तीसरा पुनरीक्षण)	2 जून, 2007	28 जून, 2007

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ ईटी 14/टी-5]

पी. के. मुखर्जी, वैज्ञ. 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 2nd July, 2007

S. O. 1925.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1293 : 2005 Plugs and socket-outlets of rated voltage up to and including 250 volts and rated current up to and including 16 Amperes—Specification (Third Revision)	2 June, 2007	28 June, 2007

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. ET 14/T-5]

P. K. MUKHERJEE, Sc. 'F' & Head (Electro-technical)

नई दिल्ली, 4 जुलाई, 2007

का. आ. 1926.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15111 (भाग 1) : 2002 सामान्य प्रकाश व्यवस्थाओं के लिए स्वतः बालास्ट लैम्प : भाग 1 सुरक्षा अपेक्षाएं	2 मार्च, 2007	20 जून, 2007

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ ईटी 23/टी-82]

पी. के. मुखर्जी, वैज्ञा. एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 4th July, 2007

S. O. 1926.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 15111 (Part 1) : 2002 Self ballasted Lamps for General Lighting Services : Part 1 Safety Requirements	2 March, 2007	20 June, 2007

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. ET 23/T-82]

P. K. MUKHERJEE, Sc. F & Head (Electro-technical)

कोयला मंत्रालय

नई दिल्ली, 28 जून, 2007

का.आ. 1927.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमियों से कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस अनुसूची में विनिर्दिष्ट भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/310 तारीख 17 जनवरी, 2007 का निरीक्षण, कलेक्टर शहडोल (मध्य प्रदेश) या कलेक्टर, अनूपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक 1, कार्गोसिल हाऊस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची
धनपुरी ओपन कास्ट माईन विस्तार
सोहागपुर क्षेत्र

रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/310 तारीख 17 जनवरी, 2007
(पूर्वक्षण के लिए अधिसूचित भूमि का विवरण)

क्रम सं.	ग्राम का नाम	पटवारी हल्का नंबर	बंदोबस्त नंबर	तहसील	जिला	क्षेत्र, हेक्टर में	टिप्पण
1.	बेम्होरी	97	724	सोहागपुर	शहडोल	59.136	भाग
2.	सिलपरी	98	987	सोहागपुर	शहडोल	15.335	भाग
3.	डोगराटोला	49	402	अनूपपुर	अनूपपुर	12.400	भाग

योग :—86.871 हेक्टर (लगभग) या 214.66 एकड़ (लगभग)

सीमा वर्णन :—

क-ख रेखा, ग्राम बेम्होरी में “क” बिंदु से आरंभ होती है और ग्राम बेम्होरी, डोगराटोला, सिलपरी से गुजरती हुई “ख” बिंदु पर मिलती है।

ख-ग रेखा, ग्राम सिलपरी से गुजरती है और ग्राम सिलपरी, डोगराटोला की सम्मिलित सीमा पर “ग” बिंदु पर मिलती है।

ग-घ-क रेखा, ग्राम डोगराटोला, बेम्होरी से गुजरती हुई आरंभिक “क” बिंदु पर मिलती है।

[फा. सं. 43015/4/2007—पी.आर.आई. डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 28th June, 2007

S.O. 1927.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing Number : SECL/BSP/GM (Plg)/Land/310 dated the 17th January, 2007, of the area covered by this notification can be inspected at the office of the Collector, Shahdol (Madhya Pradesh) and the Collector, Anuppur (Madhya Pradesh) or at the office of the Coal Controller, I, Council House, Connaught Place, New Delhi-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

All persons interested in land covered by this Notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the officer-in-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Dhanpuri O.C.M. Extension, Sohagpur Area

Plan No. SECL/BSP/GM (Plg)/Land/310 dated the 17th January, 2007

(Showing the land notified for prospecting)

Sl. No.	Name of Village	Patwari Halka Number	Bandobast Number	Tahsil	District	Area in hectare	Remarks
1.	Bemohuri	97	724	Sohagpur	Shahdol	59.136	Part
2.	Silpari	98	987	Sohagpur	Shahdol	15.335	Part
3.	Dongratola	49	402	Anuppur	Anuppur	12.400	Part

Total :—86.871 hectares (approximately) or 214.66 acres (approximately)

Boundary description :—

- A-B Line starts from point "A" in village Bemohuri and passes through village Bemohuri, Dongratola, Silpari and meets at point "B".
- B-C Line passes through village Silpari and meets on the common boundary of villages Silpari, Dongratola at point "C".
- C-D Line passes through villages Dongratola Bemohuri and meets at the starting point "A".

[No. 43015/4/2007-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 28 जून, 2007

का.आ. 1928.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. एमसीएल/एसबीपी/सीजीएम/(सीपी एंड पी)/टीएल/1/2006 तारीख 28 अक्टूबर, 2006 का निरीक्षण, मुख्य महाप्रबंधक (सीपी एंड पी), महानदी कोलफील्ड्स लिमिटेड, जागृति बिहार, बुर्ला, संभलपुर 768020 (उड़ीसा) के कार्यालय में या कलेक्टर और जिला मजिस्ट्रेट संभलपुर उड़ीसा के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को न इस अधिसूचना के राजपत्र के प्रकाशन की तारीख से नब्बे दिन के भीतर, महाप्रबंधक (सी पी एंड पी) महानदी कोलफील्ड्स लिमिटेड, जागृति बिहार, बुर्ला, संभलपुर-768020 (उड़ीसा) भेजेंगे।

अनुसूची**1 बी ब्लॉक-XIII (तालाबीरा-II)****तालाबीय क्षेत्र****जिला संभलपुर (उड़ीसा)**

(रेखांक संख्यांक एमसीएल/एसबीपी/सीजीएम (सीपी एंड पी)/टीएल/1/2006, तारीख 28-10-2006)

क्रम सं.	गांव	पुलिस थाना और संख्यांक	तहसील/उपखंड	जिला/राज्य	एकड़ में क्षेत्र	टिप्पण
1	तालाबीरा	कतारबाग/3	रेंगाली	संभलपुर/उड़ीसा	825.67	भाग
2	खिंडा	कतारबाग/2	रेंगाली	संभलपुर/उड़ीसा	136.48	भाग

योग 962.15 एकड़ (लगभग) या

389.377 हेक्टेयर (लगभग)

आईबी ब्लॉक XIII (तालाबीरा ब्लॉक 2) की सीमा वर्णन

क से च : रेखा तालाबीरा प्लॉट संख्यांक 16 के उत्तर पश्चिम किनारे से ग्राम तालाबीरा और पत्रपाली की सम्मिलित सीमा पर क बिंदु से प्रारंभ होती है फिर बिंदु क-1 तक तालाबीरा और पत्रपाली ग्राम की सम्मिलित सीमा से उत्तर की ओर चलती है फिर तालाबीरा प्लॉट संख्यांक 1, 389, 386, 389, 392, 2503, 2505, 438 से होते हुए पूरब की ओर मुड़कर च बिंदु तक पहुंचती है।

च से छ : रेखा तालाबीरा प्लॉट संख्यांक 448 तक तालाबीरा और खिंडा ग्रामों की सम्मिलित सीमा के साथ दक्षिण की ओर जाती है और फिर ग्राम खिंडा प्लॉट संख्यांक 233, 577, 2335, 576, 571, 564, 563, 519 की उत्तरी सीमा से होते हुए पूरब की ओर मुड़ती है और प्लॉट संख्यांक

529, 530, 512 की पश्चिमी सीमा से होते हुए उत्तर की ओर मुड़ती है। फिर पूरब की ओर तथा प्लाट संख्यांक 511, 510, 505 और 504 की उत्तरी सीमा से होकर जाती है और छ बिंदु पर मिलती है।

छ से ज : रेखा दक्षिण पूर्व कोने या ग्राम खिडा प्लाट संख्यांक 504, 503, 502, 501, 534, 557, 556, 561, 568, 610 पर छ बिंदु से आरंभ होती है और प्लाट संख्यांक 611 से गुजरती है और फिर प्लाट संख्यांक 611 की पूर्वी सीमा के साथ गुजरती है फिर प्लाट संख्यांक 666 से होते हुए जाती है और फिर 722, 721, 720, 719 की पूर्वी सीमा के साथ गुजरती है और फिर प्लाट संख्यांक 727, 726, 733 से होते हुए जाती है और फिर प्लाट संख्यांक 790, 788, 2241 की पूर्वी सीमा के साथ गुजरती है और फिर प्लाट संख्यांक 2338 के दक्षिणी कोने पर पहुंचने के लिए प्लाट संख्यांक 783, 782, 2338 से होते हुए जाती है और फिर प्लाट संख्यांक 739 की सीमा तक पहुंचने के लिए दाहिनी ओर मुड़ती है और इसकी दक्षिणी सीमा के साथ ही साथ पूर्वी सीमा के साथ गुजरती है और फिर प्लाट संख्यांक 773, 772 की पश्चिमी सीमा के साथ गुजरने के लिए बाईं ओर मुड़ती है और फिर दाहिने मुड़ती है फिर प्लाट संख्यांक 768 की पूर्वी सीमा के साथ गुजरती है और फिर प्लाट संख्यांक 1076, 1078, 1079 से होते हुए गुजरती है फिर प्लाट संख्यांक 1105 की पूर्वी सीमा तक पहुंचने के लिए प्लाट संख्यांक 1085, 1086 से होते हुए बढ़ती है और प्लाट संख्यांक 1105, 1119, 1124 की पूर्वी और दक्षिणी सीमा के साथ बढ़ती है फिर प्लाट संख्यांक 1125 से होकर गुजरने के लिए बाएं बढ़ती है और फिर प्लाट संख्यांक 1129, 1128 की पूर्वी सीमा के साथ गुजरती है और फिर प्लाट संख्यांक 1132 से होकर गुजरती है और फिर प्लाट संख्यांक 1142 की उत्तरी सीमा के साथ बढ़ती है और फिर खिडा प्लाट संख्यांक 2159 और तालाबीरा प्लाट संख्यांक 2216 की सम्मिलित सीमा के साथ ग्राम खिडा और तालाबीरा की सम्मिलित सीमा तक पहुंचने के लिए प्लाट संख्यांक 1141, 1135 से होते हुए गुजरती है और फिर तालाबीरा प्लाट संख्यांक 2498 से होते हुए आगे बढ़ती है और फिर तालाबीरा प्लाट संख्यांक 2232, 2687, 2688, 2235 की पूर्वी सीमा से होते हुए जाती है प्लाट संख्यांक 2794 की पूर्वी सीमा पर पहुंचने के लिए प्लाट संख्यांक 2237 से होते हुए गुजरती है और ग्राम तालाबीरा और खिडा की सम्मिलित सीमा को पार करने के लिए दक्षिण को बढ़ती है और फिर खिडा प्लाट संख्यांक 1369, 1370 की पूर्वी सीमा के साथ गुजरती है और फिर इसकी पूर्वी सीमा के साथ गुजरते हुए 2150 की उत्तरी सीमा तक पहुंचने के लिए 2451 से होते हुए गुजरती है और फिर प्लाट संख्यांक 1403 की उत्तर पूर्वी कोने तक पहुंचने के लिए प्लाट संख्यांक 1386 से होकर गुजरती है और फिर ग्राम खिडा के प्लाट संख्यांक 1401 की दक्षिणी पूर्वी कोने पर ज बिंदु पर समाप्त होने के लिए प्लाट संख्यांक 1402, 1401 की पूर्वी सीमा के साथ आगे बढ़ती है।

ज से क : रेखा ग्राम खिडा प्लाट संख्यांक 1401 के दक्षिण पूर्वी किनारे पर ज बिंदु से बढ़ती है और फिर खिडा के प्लाट संख्यांक 1400, 1401, 2408 की पश्चिमी सीमा के साथ दक्षिणी सीमा से गुजरती है और फिर प्लाट संख्यांक 1398 से होते हुए प्लाट संख्यांक 2667, 1394, 2409 से गुजरते हुए प्लाट संख्यांक 1396 की सीमा के साथ होते हुए प्लाट संख्यांक 2262 की दक्षिणी सीमा पर पहुंचती है और ग्राम खिडा और ग्राम तालाबीरा की सम्मिलित सीमा पर पहुंचने के लिए उसकी दक्षिण पश्चिम सीमा से गुजरती है और तालाबीरा प्लाट संख्यांक 2473 की पश्चिमी सीमा के साथ गुजरती है और तालाबीरा प्लाट संख्यांक 2472, 2471, 2468, 2462, 2463, 2461, 2456 तालाबीरा से होते हुए प्लाट संख्यांक 2466 के पश्चिमी सीमा के साथ गुजरती है और प्लाट संख्यांक 2440, 2439, 2438 से होकर गुजरती है और प्लाट संख्यांक 2437, 2434, 2432, 2431, 1965, 1968, 1969, 1970, 1972, 1973, 1977, 2788, 2019 की पश्चिमी सीमा के साथ होते हुए प्लाट संख्यांक 2437 पर पहुंचती है और फिर प्लाट संख्यांक 2094 के दक्षिणी पश्चिमी किनारे पर प्लाट संख्यांक 2020 से होते हुए पहुंचती है और फिर प्लाट संख्यांक 2094, 2092, 2093, 2595 की पश्चिमी सीमा के साथ होते हुए प्लाट संख्यांक 2089 से प्लाट संख्यांक 2143 पर पहुंचती है और प्लाट संख्यांक 2089, 2142, 2146, 2147 की पश्चिमी सीमा के साथ होते हुए प्लाट संख्यांक 1369 पर पहुंचती है और इसकी उत्तरी सीमा से होते हुए गुजरती है और फिर प्लाट संख्यांक 689, 690 से होते हुए प्लाट संख्यांक 691 पर पहुंचती है और प्लाट संख्यांक 691, 692 की पश्चिमी सीमा से होते हुए प्लाट संख्यांक 703, 704 से गुजरती है और फिर प्लाट संख्यांक 2556, 654 की पश्चिमी सीमा के साथ और प्लाट संख्यांक 592 से होते हुए प्लाट संख्यांक 593, 595, 582, 581, 580, 579, 978, 966, 968, 1014 की पश्चिमी सीमा से होते हुए और प्लाट संख्यांक 1032, 1035 की पश्चिमी सीमा से गुजरते हुए 1015, 1017 से गुजरती है और फिर प्लाट संख्यांक 1041, 1042 से गुजरती है और फिर प्लाट संख्यांक 1043, 130, 131, 132, 133, 134, 124, 136 की पश्चिमी सीमा से गुजरती है और फिर प्लाट संख्यांक 48 से होते हुए प्लाट संख्यांक 29 पर पहुंचती है और प्लाट संख्यांक 2928 पश्चिमी सीमा से होते हुए प्लाट संख्यांक 27 से गुजरती है और फिर प्लाट संख्यांक 21 की पश्चिमी सीमा के साथ प्लाट संख्यांक 19 से होते हुए ग्राम तालाबीरा पत्रापाली की सम्मिलित सीमा को छूते हुए प्लाट संख्यांक 16 की पश्चिमी सीमा से गुजरती है।

[मिसिल सं. 43015/2/2007-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 28th June, 2007

S.O. 1928.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locating mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. MCL/SBP/CGM (CP & P)/TAL/1/2006 dated 28th October, 2006, of the area covered by this notification can be inspected at the office of the Chief General Manager (CP & P), Mahanadi Coalfields Limited, Jagriti Vihar, Burla, Sambalpur-768020 (Orissa) or at the office of the Coal Collector and District Magistrate, Sambalpur Orissa or at the office of the Coal Controller, 1, Council House Street, Kolkata.

All persons interested in the land covered by this Notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the General Manager (CP & P), Mahanadi Coalfields Limited, Jagriti Vihar, Burla, Sambalpur-768020 (Orissa) within ninety days from the date of the publication of this notification in the Official Gazette.

SCHEDULE

IB Block-XIII (Talabira-II)

Talabira Area, District Sambalpur (ORISSA)

(Plan bearing No. MCL/SBP/CGM) (CP & P)/TAL/1/2006 dated 28-10-2006)

Sl. No.	Village	Police station and Number	Tahsil/sub division	District/or State	Area in hectare	Remarks
1	Talabira	Katarbaga/3	Rengali	Sambalpur/ Orissa	825.67	Part
2	Khinda	Katarbaga/2	-do-	Sambalpur/ Orissa	136.48	Part

Total :—962.15 acres (approximate) or 389.377 hectares (approximately)

Boundary Description of IB Block XIII (Talabira Block-II) :—

- A-F Line starts from beginning point "A" on the common village boundary of village Talabira & Patrapali as well as on the North Western corner of Talabira plot No. 16 then moves towards North along the common village boundary of Talabira & Patrapali up to point 'A-1' then turn east and passes through Talabira plot Nos. 1, 389, 386, 389, 392, 2503, 2505, 438, up to point 'F'.
- F-G: Line passes towards South along the common village boundary of Talabira and Khinda up to Talabira plot No. 448 and then turns east along the northern boundary of village Khinda plot No. 2336, 577, 2335, 576, 571, 564, 563, 519, and turns towards north along the western boundary of plot No. 529, 530, 512, then turns towards east and moves along the northern boundary of plot No. 511, 510, 505, and 504 and meets point 'G'.
- G-H Line moves from point 'G' on the south east corner of village Khinda plot No. 504, 503, 502, 501, 534, 557, 556, 561, 568, 610 and through plot No. 611 and then passes along the eastern boundary of plot No. 611 and passes through plot No. 666 and then passes along the eastern boundary of plot No. 722, 721, 720, 719 and then passes through plot No. 727, 726, 733 and then passes along the eastern boundary of plot No. 790, 788, 2241 and then through plot No. 783, 782, 2348 to reach the southern corner of plot No. 2348 and then turns right to reach the boundary of plot No. 739 and passes along its eastern as well as southern boundary and then turns left to pass along the western boundary of plot No. 773, 772, and turns right and passes along the Eastern boundary of plot No. 768 and then through plot No. 1076, 1078, 1079 then moves through plot No. 1085, 1086 to reach the eastern boundary of plot No. 1105 and moves along the eastern and southern boundary of plot No. 1105, 1119, 1124, then moves left to passes through plot No. 1125 and then passes along the eastern boundary of plot No. 1129, 1128 and then passes through plot No. 1132, and then moves along the northern boundary of plot No. 1142 and then passes through plot No. 1141, 1135 to reach the common village boundary of Khinda and Talabira as well as the common boundary of Khinda plot No. 2159 and Talabira Plot No. 2216 and then moves through Talabira Plot No. 2498 and then through the eastern boundary of Talabira plot No. 2232, 2687, 2688, 2235 and then passes through plot No. 2237 to reach the eastern boundary of plot No. 2794 and moves south to cross the common boundary of village Talabira and Khinda and then passes along the eastern boundary of Khinda plot No. 1369, 1370 and then passes through plot No. 2451 to reach the northern boundary of plot No. 2150 to pass along its eastern boundary and then move through plot No. 1386 to reach the north eastern corner of plot No. 1403 and then passes along the eastern boundary of plot No. 1402, 1401 to terminate at point 'H' on the south eastern corner of plot No. 1401 of village Khinda.

H-A Line moves from point 'H' on the south eastern corner of plot No. 1401 of village Khinda and then passes along the southern as well as western boundary of Khinda Plot No. 1401, 1400, 2408, and then passes through plot No. 1398 and then along the boundary of plot No. 1396 to pass through plot No. 2267, 1394, 2409 to reach the southern boundary of plot No. 2262 and passes along its south and western boundary to reach the common boundary of village Khinda and Talabira and then passes along Western boundary of Talabira plot No. 2473 and pass through Talabira plot No. 2472, 2471, 2468, 2462, 2463, 2461, 2456 and then passes along the western boundary of plot No. 2666 and then passes through plot No. 2440, 2439, 2438 to reach plot No. 2437 and moves along the western boundary of plot No. 2437, 2434, 2432, 2431, 1965, 1968, 1969, 1970, 1972, 1973, 1977, 2788, 2019 and then passes through plot No. 2020 to reach south western corner of plot No. 2094 and passes along the western boundary of plot No. 2094, 2093, 2092, 2595, through plot No. 2089 to reach plot No. 2143 and passes along the western boundary of plot No. 2089, 2142, 2146, 2147 and passes through plot no. 2149 to reach the boundary of plot No. 1369 and moves along its northern boundary and then passes through plot No. 689, 690 to reach plot No. 691 and passes along the western boundary of plot No. 691, 692 and then passes through plot No. 703, 704 and then along the western boundary of plot No. 2556, 654 and through plot No. 592 and passes along the western boundary of plot No. 593, 595, 582, 581, 580, 579, 978, 966, 968, 1014 and passes through 1015, 1017, and passes along the western boundary of plot No. 1032, 1035 and then passes through plot No. 1041, 1042 and then passes along western boundary of plot No. 1043, 130, 131, 132, 133, 134, 124, 136 and then pass through plot No. 48 to reach plot no. 29 and move along the western boundary of plot No. 29, 28, and then passes through plot No. 27 then along the western boundary of plot No. 21 and then passes through plot No. 19 and then along the western boundary of plot No. 16 to touch the common boundary of village Talabira and Patrapali.

[No. 43015/2/2007-PRIW-I]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 जून, 2007

का.आ. 1929.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 442 तारीख 27-1-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में दहेज-हजीरा-उरान एवं स्पर पाइपलाइनों के माध्यम से प्राकृतिक गैस परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचनाओं की प्रतियां जनता को तारीख 21-7-2006 से 4-8-2006 तक उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइनें बिछाने के लिये अपेक्षित हैं, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

और उक्त अधिनियम की धारा 3 की उप-धारा (1) के अन्तर्गत अधिसूचना संख्या का.आ. 442 तारीख 27-1-2006 द्वारा अधिसूचित भूमि में से कुछ भूमि की अधिसूचना उक्त अधिनियम की धारा 6 की उप-धारा (1) के अन्तर्गत का.आ. 503(अ) तारीख 30-3-2007 द्वारा की जा चुकी है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगनों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टे. में)
1	2	3	4	5
ठाणे	कल्याण	मोहने	34	00-39-61
			45	00-54-54
			48	00-10-42
			69	00-44-62
			20	02-17-93
			17	00-00-95
			16	00-03-17
			113	00-18-18
			93	00-26-27
			91	00-54-88
			119	00-33-40
		उंबार्नी	32	00-23-77
			31	00-33-97
		मोहिली	41	00-66-99
			18	00-01-65
			19/डो	00-03-15
			19/ए	00-99-17
			27	00-00-57

[फा. सं. एल.-14014/12/06-जी.पी. (भाग-X)]

एस. बी. मण्डल, अवसर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 26th June, 2007

S.O. 1929.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S. O. 442, dated 27-1-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through Dahej-Hazira-Uran & its spur pipelines in the State of Maharashtra by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 21-7-2006 to 4-8-2006;

And whereas no objections were received from the public to the laying of the pipeline;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report decided to acquire the Right of User in the lands specified in the Schedule;

And whereas part of the land notified under sub-section (1) of Section 3 of the said Act vide S.O. 442, dated 27-1-2006 has been earlier notified under sub-section (1) of Section 6 of the said Act vide S.O. 503(E), dated 30-3-2007;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Taluka	Village	Survey No.	Area to be acquired for ROU (in Hect.)
1	2	3	4	5
Thane	Kalyan	Mohane	34	00-39-61
			45	00-54-54
			48	00-10-42
			69	00-44-62
			20	02-17-93
			17	00-00-95
			16	00-03-17
			113	00-18-18
			93	00-26-27
			91	00-54-88
			119	00-33-40
		Umbarni	32	00-23-77
			31	00-33-97
		Moholi	41	00-66-99
			18	00-01-65
			19/D	00-03-15
			19/A	00-99-17
			27	00-00-57

[F.No. L-14014/12-06-G.P. (Part-X)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 29 जून, 2007

का.आ. 1930.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि आन्ध्र प्रदेश राज्य में केसनपल्लि (ईस्ट) से पासलपूडि टेप इन पाइपलाइन परियोजना द्वारा प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त

पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री बी. हेमासुन्दर वेन्कट राव, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, के. जी. बेसिन परियोजना, गेल भवन, ए.वी. अप्पाराव रोड, राजमन्ड्री-533 103 (आन्ध्र प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हैक्टे. में)
1	2	3	4	5
पूर्व गोदावरी	अल्लवरम	गोडि	24/3 भाग	0.1740
			24/4 भाग	0.0283
			24/5 भाग	0.0405
			24/18 भाग	0.1052
			24/19 भाग	0.0931
			41/4ए भाग	0.0728
			41/4बी भाग	0.0364
			41/4सी भाग	0.0405
			41/7ए भाग	0.0405
			41/7बी भाग	0.1376
			45/5ए भाग	0.0890
			45/4 भाग	0.0890
			45/1 भाग	0.0405
			28/3 भाग	0.0647
			61/1 भाग	0.0445
			26 भाग	0.1862
			46 भाग	0.0890
			योग	1.3718

[फा. सं. एल.-14014/5/07-जी.पी.],
एस. बी. मण्डल, अवर सचिव

New Delhi, the 29th June, 2007

S.O. 1930.—Whereas it appears to the Central Government that it is necessary in the public interest that

for the transportation of natural gas through Kesanapalli (East) Pasarlupudi Tap in pipeline project in the State of Andhra Pradesh, a pipeline should be laid by GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri B. Hema Sundara Venkata Rao, Competent Authority, GAIL (India) Limited, GAIL Bhawan, A.V. Apparao Road, Rajahmundry-533 103 (Andhra Pradesh).

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for ROU (in Hect.)
1	2	3	4	5
East Godavari	Allavaram	Godi	24/3 Part	0.1740
			24/4 Part	0.0283
			24/5 Part	0.0405
			24/18 Part	0.1052
			24/19 Part	0.0931
			41/4A Part	0.0728
			41/4B Part	0.0364
			41/4C Part	0.0405
			41/7A Part	0.0405
			41/7B Part	0.1376
			45/5A Part	0.0890
			45/4 Part	0.0890
			45/1 Part	0.0405
			28/3 Part	0.0647
61/1 Part	0.0445			
26 Part	0.1862			
46 Part	0.0890			
			Total	1.3718

[F.No. L-14014/5/07-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1931.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गेल (इण्डिया) लिमिटेड द्वारा प्राकृतिक गैस के

परिवहन के लिए महाराष्ट्र राज्य में दहेज-हजीरा-उरान एवं स्पर पाइपलाईन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाईन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाईन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के संबंध में, श्री बी. बी. मोरे, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, द्वितीय तल, एम.टी. एन.एल. दूरभाष केन्द्र भवन, सी.बी.डी. बेलापुर रेलवे स्टेशन के सामने, सेक्टर-11, नवी मुम्बई-400614 (महाराष्ट्र) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट. में)
i	2	3	4	5
ठाणे	वाडा	खरीवली	101	00-06-50
			111/3	00-14-00
			111/3ए	00-14-00
			114/3	00-42-11
			114/6	00-12-00
			114/7	00-13-00
			117	00-22-00
			137	00-07-50
			144	00-47-00
			264/2	00-06-00
			269	00-13-00
			286	00-03-50
			288	00-23-00
			320	00-04-00
			322	00-02-00
			322/3	00-10-00
			323	00-36-00
			324/1 एवं 327/2	00-03-00

1	2	3	4	5
			327	00-13-50
			325/5 एवं 287/2	00-12-50
			326/1 एवं 327/1	00-22-00
			57	00-08-00
			78	00-04-80
			80	00-10-00
			99/1	00-12-00

[फा. सं. एल-14014/12/06-जी.पी. (भाग-X)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 4th July, 2007

S.O. 1931.—Whereas, it appears to the Central Government that it is necessary in public interest that for transportation of natural gas through Dahej-Hazira-Uran and spur pipeline project in the State of Maharashtra, a pipeline should be laid by GAIL (India) Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri Y. B. More, Competent Authority, GAIL (India) Limited, 2nd floor, MTNL Telephone Exchange Building, Opposite CBD Belapur Railway Station, Sector-11, Navi Mumbai-400 614 (Maharashtra).

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (in Hectare)
1	2	3	4	5
Thane	Wada	Kharivali	101	00-06-50
			111/3	00-14-00
			111/3A	00-14-00
			114/3	00-42-11
			114/6	00-12-00
			114/7	00-13-00
			117	00-22-00

1	2	3	4	5	अनुसूची				
Thane	Wada	Kharivali	137	00-07-50	जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट. में)
			144	00-47-00					
			264/2	00-06-00					
			269	00-13-00					
			286	00-03-50					
			288	00-23-00					
			320	00-04-00					
			322	00-02-00					
			322/3	00-10-00					
			323	00-36-00					
			324/1 & 327/2	00-03-00					
			327	00-13-50					
			325/5 & 287/2	00-12-50					
			326/1 & 327/1	00-22-00					
			57	00-08-00					
			78	00-04-80					
			80	00-10-00					
			99/1	00-12-00					

[F.No. L-14014/12/06-G.P. (Part-X)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1932.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गेल (इण्डिया) लिमिटेड द्वारा प्राकृतिक गैस के परिवहन के लिए महाराष्ट्र राज्य में दहेज-हजीरा-उरान एवं स्पर पाइपलाईन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाईन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाईन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसका उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के संबंध में, श्री वी. बी. मोरे, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, द्वितीय तल, एम.टी.एन.एल. दूरभाष केन्द्र भवन, सी.बी.डी. बेलापुर रेलवे स्टेशन के सामने, सेक्टर-11, नवी मुम्बई-400614 (महाराष्ट्र) को लिखित रूप में आक्षेप भेज सकेगा।

1	2	3	4	5
रायगढ़	पनवेल	नितलस	49 पी	00-12-25
			56	00-00-25
			75	00-02-00
			157/1	00-13-40
			157/3	00-01-50
			206	00-07-00
			262	00-12-00
			263	00-05-50
			268	00-01-50
	चाल		25	00-11-00

[फा. सं. एल.-14014/10/07-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 4th July, 2007

S.O. 1932.—Whereas it appears to the Central Government that it is necessary in public interest that for transportation of natural gas through Dahej-Hazira-Uran and spur pipeline project in the State of Maharashtra, a pipeline should be laid by GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri V. B. More, Competent authority, GAIL (India) Limited, 2nd floor, MTNL Telephone Exchange Building, Opposite CBD Belapur Railway Station, Sector-11, Navi Mumbai-400614 (Maharashtra).

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (in Hectare)
1	2	3	4	5
Raigad	Panvel	Nitlas	49 p	00-12-25
			56	00-00-25

1	2	3	4	5
Raigad	Panvel	Nitlas	75	00-02-00
(Contd.)	(Contd.)	(Contd.)	157/1	00-13-40
			157/3	00-01-50
			206	00-07-00
			262	00-12-00
			263	00-05-50
			268	00-01-50
Raigad	Panvel	Chal	25	00-11-00

[F.No. L-14014/10/07-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1933.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि आन्ध्र प्रदेश राज्य में ओ.एन.जी.सी. प्रिमिसेस से केसनपल्लि (ईस्ट) गेल टर्मिनल पाइपलाइन परियोजना द्वारा प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा एक पाइलपाईन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री हेमासुन्दर वेन्कट राव, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, के.जी. बेसिन परियोजना, गेल भवन, ए.वी. अप्पाराव रोड, राजमन्ड्री-533103 (आन्ध्र प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्ट. में)
1	2	3	4	5
पूर्व	अल्लवरम	बेन्डमूलक	949/1बी-5 भाग	0.0162
गोदावरी			949/1बी-6 भाग	0.0728
			949/1बी-7 भाग	0.0486

1	2	3	4	5
पूर्व	अल्लवरम	बेन्डमूलक	949/1बी-8 भाग	0.0486
गोदावरी	(जारी)	(जारी)	949/1बी-9 भाग	0.0486
(जारी)			949/1बी-10 भाग	0.0486
योग				0.2834

[फा. सं. एल-14014/6/07-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, 4th July, 2007

S.O. 1933.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through ONGC Premises to Kesanapalli (East) GAIL Terminal pipeline project in the State of Andhra Pradesh, a pipeline should be laid by GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri B. Hema Sundara Venkata Rao, Competent Authority, GAIL (India) Limited, GAIL Bhawan, A.V. Apparao Road, Rajahmundry-533103 (Andhra Pradesh).

SCHEDULE

District	Taluka	Village	Survey No.	Area to be acquired for ROU (in Hect.)
1	2	3	4	5
East	Allavaram	Benda-	949/1B-5 Part	0.0162
Godavari		murlanka	949/1B-6 Part	0.0728
			949/1B-7 Part	0.0486
			949/1B-8 Part	0.0486
			949/1B-9 Part	0.0486
			949/1B-10 Part	0.0486
Total				0.2834

[F.No. L-14014/6/07-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1934.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायन्स इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में संरचनाओं से महाराष्ट्र राज्य में पुणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा 1 के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एल. आर. गोतारणे, सक्षम प्राधिकारी, रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, विशाल आर्कैड दूसरी मंजिल, चिचवंड स्टेशनरोड, चिचवंडगांव, पुणे-411033, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल/तहसील/तालुका शिरूर		जिला : पुणे		राज्य : महाराष्ट्र	
गाँव का नाम	सर्वे नंबर / गट नंबर	आर ओ यु अंजित करने के लिये क्षेत्रफल			
		हेक्टेयर	एयर	सी-एयर	
1	2	3	4	5	
1) शिरूर	गाँव सीमा के पास की नदी	00	24	61	
	3437	00	20	20	
	3448	00	48	76	
	3439	00	13	14	
	3440	00	02	08	
	3436	00	00	13	
	गट नंबर 3340 और 3370 के बीच का रास्ता	00	01	08	
	3370	00	27	06	
	3369	00	00	01	
	3371	00	12	35	
	3373	00	50	74	
	3377	00	13	50	
	3378	00	41	18	
	3383	01	01	95	
	गट नंबर 3383/2 और 3314 के बीच का राज्यमार्ग	00	04	24	
	-54				
	3314	00	23	12	
	3315	00	12	95	
	3316	00	14	99	
	3317	00	11	15	
	3311	00	27	90	
	3310	00	33	56	
	3309	00	41	73	
	गट नंबर 3309 और 3291/2/अ के बीच का गाड़ी	00	00	98	
	रास्ता				
	3291	00	00	21	
	3297	00	35	79	
	3298	00	08	55	
	3292	00	00	05	
	3296	00	16	13	
	3300	00	44	72	
	2936	00	36	15	
	2937	00	18	20	
	2933	00	15	21	
	2511	00	01	32	
	गट नंबर 2511 और 2534 के बीच का रास्ता	00	04	87	
	2939	00	05	26	
	2932	00	00	97	
	2534	00	20	83	
	2535	00	09	03	
	2538	00	00	77	

1	2	3	4	5
1) शिल्लर (निरंतर...)	गट नंबर 2538 और 2546 के बीच का रास्ता	00	01	10
	2546	00	04	61
	2547	00	03	57
	2548	00	04	04
	2549	00	17	62
	गट नंबर 2549 और 2598/2 के बीच का नाला	00	18	45
	2561	00	01	21
	2893	00	00	61
	2596	00	64	04
	2599	00	24	88
	2600	00	05	61
	गट नंबर 2600 और 2601 के बीच का कॅनाल	00	01	01
	2636	00	01	26
	2601	00	03	72
	2602	00	03	50
	2603	00	04	04
	2604	00	04	70
	2605	00	16	23
	2606	00	16	79
	2620	00	19	46
	2635	00	03	94
	2621	00	08	88
	2619	00	06	87
	2622	00	19	72
	गट नंबर 2622 में नाला	00	06	47
	2623	00	05	12
	2426	00	17	78
	2627	00	08	29
	2628	00	11	06
	2629	00	16	20
	2678	00	23	93
	2679	00	35	15
	गट नंबर 2679 और 2684 के बीच का कॅनाल	00	04	47
	2681	00	36	63
	2683	00	03	06
	2684	00	38	63
	2685	00	04	46
	2466	00	70	05
	2465	00	00	32
	गट नंबर 2466 और 2450 के बीच का नाला	00	04	79
	2450	00	03	76
	2440	00	53	60
	2441	00	02	67
	2439	00	34	37
	2442	00	12	30

1	2	3	4	5
1) शिखर (निरंतर...)	2436	00	08	61
	2433	00	03	99
	2432	00	08	65
	2431	00	11	25
	गौव सीमा के पास की नदी	00	05	50
	2430	00	01	02
	2437	00	00	08
2) निम्नगाव भोगी	गौव सीमा के पास का नाला	00	02	61
	469	00	03	39
	470	00	10	20
	471	00	04	65
	472	00	07	99
	476	00	04	79
	477	00	07	41
	478	00	33	99
	490	00	00	73
	487	00	18	53
	489	00	15	48
	491	00	00	59
	गट नंबर 489 और 488 के बीच का कॅनाल	00	04	14
	488	00	04	46
	492	00	13	44
	494	00	04	10
	496	00	03	49
	497	00	08	35
	गट नंबर 492 और 498 के बीच का कॅनाल	00	08	80
	498	00	03	30
	486	00	00	02
	499	00	04	59
	गट नंबर 615 में नाला	00	04	20
	615	00	02	79
	614	00	10	79
	613	00	18	03
	612	00	22	68
	611	00	16	96
	609	00	20	07
	608	00	09	81
	606	00	09	92
	605	00	07	87
	गट नंबर 605 और 4 के बीच का नाला	00	11	12
	3	00	00	52
	4	00	30	65
	5	00	43	13
	6	00	38	17
	गट नंबर 6/5 और 62 के बीच का रास्ता	00	04	74

1	2	3	4	5
2) निमगाव भोरी (निरंतर...)	62	00	19	05
	63	00	32	25
	61	00	01	84
गट नंबर 61 और 65 के बीच का रास्ता		00	06	43
	65	00	03	65
	67	00	06	38
	68	00	05	75
	69	00	07	47
	70	00	08	43
गट नंबर 69 और 70 के बीच का कॅनाल		00	03	52
	76	00	19	90
	77	00	30	49
	78	00	22	14
	88	00	00	66
	89	00	21	18
	92	00	04	01
	93	00	20	10
	90	00	00	01
	94	00	07	65
	95	00	07	33
	96	00	07	47
	97	00	01	42
	98	00	13	14
	99	00	04	19
	100	00	02	37
गट नंबर 100 और 106 के बीच का नाला		00	09	33
	105	00	12	27
	111	00	32	50
	104	00	47	74
गोँव सीमा के बीच का रोड		00	00	05
3) साने सांगवी	गोँव सीमा के बीच का गाड़ी रास्ता	00	02	32
	287	00	70	78
	गट नंबर 287 में कॅनाल	00	05	39
	286	00	44	37
	285	00	73	58
	गट नंबर 285 में रोड	00	06	47
	गट नंबर 285 और 295 के बीच का नाला	00	08	27
	295	00	04	89
	297	00	12	61
	296	00	03	57
	298	00	08	79
	299	00	06	19
	300	00	03	36
	301	00	01	55
	303	00	62	62

1	2	3	4	5
3) साने सांगवी (निरंतर...)	गट नंबर 303 और 304 के बीच का नाला	00	02	53
	304	00	21	71
	305	00	35	25
	306	00	45	72
	308	00	02	53
	309	00	12	65
	310	00	18	70
	312	00	09	93
	311	00	10	22
	360	00	60	19
	गट नंबर 360 और 362 के बीच का गाड़ी रास्ता	00	01	96
	362	00	23	68
	376	00	01	65
	363	00	05	50
	364	00	73	88
	गट नंबर 364 में नाला	00	03	16
	398	00	21	50
	399	00	23	57
	402	00	00	35
	401	00	08	77
	400	00	22	39
	410	00	26	76
	411	00	30	74
	412	00	71	37
	413	00	01	74
	416	00	00	11
	420	00	12	08
	421	00	50	61
	422	00	12	97
	गट नंबर 422 और 622/1 के बीच का रोड	00	02	76
	622	00	13	14
	624	00	06	31
	623	00	05	85
	627	00	09	05
	गट नंबर 668 में गाथरान	00	28	91
	632	00	01	35
	633	00	05	76
	634	00	01	25
	635	00	01	91
	636	00	11	75
	637	00	08	16
	638	00	02	98
	639	00	02	79
	640	00	16	40
	693	00	08	13

	1	2	3	4	5
3) साने सांगवी (निरंतर...)		696	00	11	29
		697	00	00	39
		705	00	07	09
		704	00	06	20
		701	00	14	19
		709	00	09	58
		710	00	13	89
		711	00	18	24
		716	00	31	38
		715	00	30	64
		गट नंबर 715 और 740 के बीच का रोड	00	07	19
		750	00	02	26
		727	00	49	76
		749	00	17	91
		748	00	22	10
		745	00	21	86
		744	00	06	60
		743	00	15	91
		739	00	00	44
		740	00	02	97
		741	00	15	00
		751	00	17	38
4) वाघोली		17	00	29	95
		16	00	19	32
		19	00	12	85
		20	00	27	07
		15	00	29	17
		14	00	41	33
		13	00	43	19
		12	01	12	05
		गट नंबर 12 और 431 के बीच का रोड	00	11	65
		431	01	03	76
		9	00	56	77
		453	00	14	85
		454	00	21	38
		455	00	24	43
		456	00	34	53
		गट नंबर 456 में रोड	00	03	19
		458	00	11	15
		457	00	15	50
		गट नंबर 457 और 381 के बीच का नाला	00	04	30
		382	00	00	03
		381	00	01	98
		380	00	06	43
		379	00	07	41

1	2	3	4	5
4) वाघोली (निरंतर...)	378	00	05	26
	374	00	04	39
	373	00	04	45
	371	00	07	29
	369	00	01	07
	368	00	00	27
	367	00	00	35
	370	00	08	14
	364	00	04	95
	363	00	07	29
	362	00	04	31
	361	00	04	94
	360	00	06	04
	359	00	07	97
	358	00	07	94
	357	00	08	68
	356	00	13	38
	352	00	24	58
	355	00	20	00
	349	00	27	74
	348 (जी. एल.)	00	18	07
	गट नंबर 348 और 347 के बीच का रोड	00	08	09
	347 (जी. एल.)	00	27	32
	343	00	13	70
	342	00	43	91
5) शिंगालवाडी	214	00	00	27
	215	00	24	76
	216	00	28	57
	217	00	12	56
	218	00	23	23
	220	00	14	76
6) वरुडे	95	00	28	04
	94	00	21	82
	93	00	19	57
	97	00	28	20
	98	00	12	91
	101	00	20	67
	102	00	09	73
	103	00	65	51
	गट नंबर 103 और 107 के बीच का रोड	00	06	28
	107	00	15	21
	108	00	34	79
	109	00	56	75
	गट नंबर 109 और 154 के बीच की नदी	00	08	15
	154	00	11	69

	2	3	4	5
6) वस्ते (निरंतर...	152	00	01	38
	155	01	41	81
	150	00	07	48
गट नंबर 150/2 और 158 के बीच का रोड		00	04	18
	156	00	07	87
	161	00	00	09
	162	00	09	52
	163	00	11	28
	164	00	21	43
	165	00	13	85
	169	00	21	88
	173	00	13	74
	183	00	08	95
	182	00	09	00
	181	00	05	77
	180	00	08	22
	179	00	23	76
	187	00	08	31
	188	00	09	00
	191	00	08	50
	193	00	03	81
	189	00	01	49
	194	00	10	22
गट नंबर 194 और 199/1 के बीच का नाला		00	02	22
	199	00	21	26
	197	00	00	01
	198	00	14	00
	200	00	18	07
	201	00	17	35
	202	00	28	50
गट नंबर 202 और 221 के बीच का गाड़ी रास्ता		00	09	81
	221	00	08	07
	205	00	21	76
	220	00	18	55
	219	00	18	60
	218	00	03	06
	217	00	34	02
	213	00	00	57
	214	00	34	37
7) गणेशगाव खालसा	गौव सीमा के पास का रोड	00	01	35
	270	00	06	72
	269	00	39	66
	268	00	16	34
	गट नंबर 269 में नाला	00	01	90
	267	00	21	00

1	2	3	4	5
7) गणेशगढ़ खालसा (निरंतर...)	266	00	30	17
	264	00	48	13
	253	00	05	95
	254	00	62	15
	255	00	14	09
	256	00	15	61
	257	00	19	50
	258	00	02	11
	208	00	17	89
	207	00	19	31
	206	00	25	68
	205	00	12	29
	203	00	25	26
	202	00	01	87
	201	00	27	86
गट नंबर 201 और 199 के बीच का गाड़ी रास्ता		00	01	02
	199	00	14	25
	198	00	20	31
	197	00	30	18
	193	00	17	62
	192	00	13	48
8) पिंपळे धुमाल	124	01	56	37
	126	00	72	83
	127	00	20	81
	128	00	02	23
गट नंबर 128/1 और 129/1 के बीच का कॅनाल		00	15	37
	129	00	51	17
	130	00	12	43
	50	00	02	55
	39	00	34	46
	37	00	00	56
	38	00	04	07
	40	00	18	57
	44	00	05	95
	43	00	11	28
	42	00	08	14
	41	00	07	38
गट नंबर 41 और 81 के बीच का कॅनाल		00	01	14
	59	00	00	65
	61	00	36	54
	62	00	06	43
गट नंबर 62 और 76 के बीच का नाला		00	07	03
	76	00	00	23
	63	00	27	29
	66	00	07	17
	64	00	01	69

1	2	3	4	5
8) पिंपळे धुवाल (निरंतर...)	65	00	38	37
	67	00	49	60
	74	00	13	19
	75	00	23	93
	गट नंबर 75 में कॅनाल	00	00	73
	500	00	16	04
	498	00	20	69
	468	01	26	42
	467	00	23	44
	464	00	10	89
	456	00	31	56
	458	00	02	10
	455	00	53	33
9) मुषई	गौव सीमा के बीच का नाला	00	02	10
	353	00	82	02
	352	00	13	29
	355	00	00	06
	356	00	10	37
	357	01	29	11
	366	00	06	30
	367	00	02	39
	गट नंबर 387 और 340/1 के बीच का गाड़ी रास्ता	00	01	24
	गट नंबर 340/1 में कॅनाल	00	09	74
	340	00	35	07
	339	00	27	88
	337	00	33	59
	336	00	29	15
	333	00	01	43
	389	00	31	14
	390	00	15	86
	392	00	17	66
	393	00	39	41
	394	00	13	81
	395	00	28	19
	गट नंबर 395/1 और 398 के बीच का रोड	00	04	50
	398	00	38	22
	403	01	09	78
	400	00	05	16
	401	00	24	46

1	2	3	4	5
9) मुखई (निरंतर...)	गट नंबर 401 और 27 के बीच की नदी	00	23	61
	25	00	01	19
	27	00	49	39
	26	00	00	01
	39	00	17	29
	43	00	47	41
	गट नंबर 44/1 में कॅनाल	00	02	91
	44	00	43	33
	56	00	08	68
	गट नंबर 56 और 54 के बीच का कॅनाल	00	08	48
	54	00	12	95
	70	00	10	51
	53	00	29	44
	52	00	25	89
10) करंडी	459	00	37	40
	457	00	38	26
	448	00	38	91
	439	00	42	26
	438	00	35	13
	गट नंबर 439 और 438 के बीच का रोड	00	02	37
	437	00	05	50
	434	00	12	32
	433	00	19	09
	432	00	11	50
	429	00	10	99
	428	00	06	99
	419	00	06	64
	420	00	29	21
	421	00	36	17
	412	00	35	95
	411	00	01	84
	410	00	13	22
	409	00	17	79
	408	00	09	96
	406	00	16	80
	405	00	11	55
	404	00	20	81
	398	00	25	19
	397	00	02	79
	गट नंबर 397 और 504/2 के बीच का रोड	00	06	81
	504	00	04	15
	510	00	27	27
	511	00	09	78
	511	00	03	50
	513	00	17	29

1	2	3	4	5
10) करंडी (निरंतर...)	514	00	18	65
	515	00	04	83
	गट नंबर 514 और 515 के बीच का कॅनाल	00	13	14
	516	00	12	61
	517	00	37	34
	गट नंबर 517 में कॅनाल	00	03	56
	519	00	13	16
	520	00	09	80
	521	00	11	60
	522	00	17	65
	523	00	12	39
	524	00	06	49
	526	00	07	94
	527	00	20	66
	529	00	14	01
	531	00	20	09
	532	00	13	78
	535	00	14	40
	536	00	02	21
	614	00	07	66
	537	00	00	01
	571	00	41	24
	572	00	46	75
	गट नंबर 572 में कॅनाल	00	03	55
	609	00	02	20
	573	00	16	73
	गट नंबर 572 और 606 के बीच का रोड	00	02	93
	606	00	00	90
	605	00	15	46
	604	00	24	69
	602	00	02	37
	603	00	00	74
	गट नंबर 604 और 592 में कॅनाल	00	07	36
	592	00	12	43
	587	00	01	02
	591	00	11	85
	597	00	13	11
	593	00	01	42
	594	00	30	61
	596	00	35	84
	588	00	09	74
	585	00	09	74
	660	00	06	18
	929	00	01	82
	गट नंबर 929 और 936 के बीच का रोड	00	05	36

1	2	3	4	5
10) करंजी (निरंतर...)	939	00	00	10
	938	00	15	14
	937	00	21	24
	930	00	18	70
	931	00	13	63
	932	00	12	14
	928	00	13	07
	927	00	15	85
	926	00	05	27
	925	00	00	02
	971	00	35	72
11) पिपळे जगताप	452	00	66	54
	453	00	47	87
	451	00	15	13
गट नंबर 451 और 450 के बीच का केंनाल		00	03	43
	450	00	86	75

[फा. सं. एल-14014/16/2007-जी. पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 4th July, 2007

S. O. 1934.— Where it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from structures in Andhra Pradesh of M/s Reliance Industries Limited, to the various consumers of Pune District in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Transportation Infrastructure Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Shri L. R. Gotame, Competent Authority, Reliance Gas Transportation Infrastructure Limited, Vishal Arcade, 2nd floor, Chinchwad Station Road, Chinchwadgaon, Pune-411033, Maharashtra State.

(Schedule annexed)

Schedule

Mandal/Tehsil/Taluka : Shirur		District : Pune		State : Maharashtra	
Village	Survey No./Gat No.	Area to be acquired for R&U			
		Hectare	Acre	C-Acre	
1	2	3	4	5	
1) Shirur	River at Village Boundary	00	24	61	
	3437	00	20	20	
	3448	00	48	76	
	3439	00	13	14	
	3440	00	02	08	
	3436	00	00	13	
	Cart Track between Gat No. 3340 & 3370	00	01	08	
	3370	00	27	06	
	3369	00	00	01	
	3371	00	12	35	
	3373	00	50	74	
	3377	00	13	50	
	3378	00	41	18	
	3383	01	01	95	
	State Hiway - 54 between Gat No. 3383/2 & 3314	00	04	24	
	3314	00	23	12	
	3315	00	12	95	
	3316	00	14	99	
	3317	00	11	15	
	3311	00	27	90	
	3310	00	33	56	
	3309	00	41	73	
	Cart Track between Gat No. 3309 & 3291/2/A	00	00	98	
	3291	00	00	21	
	3297	00	35	79	
	3298	00	08	55	
	3292	00	00	05	
	3296	00	16	13	
	3300	00	44	72	
	2936	00	36	15	
	2937	00	18	20	
	2933	00	15	21	
	2511	00	01	32	
	Road between Gat No. 2511 & 2534	00	04	87	
	2939	00	05	26	
	2932	00	00	97	
	2534	00	20	83	
	2535	00	09	03	
	2538	00	00	77	

1	2	3	4	5
1) Shirur (Contd...)	Road between Gat No. 2538 & 2546	00	01	10
	2546	00	04	61
	2547	00	03	57
	2548	00	04	04
	2549	00	17	62
	Nala between Gat No. 2549 & 2596/2	00	18	45
	2561	00	01	21
	2893	00	00	61
	2596	00	64	04
	2599	00	24	88
	2600	00	05	61
	Canal between Gat No. 2600 & 2601	00	01	01
	2636	00	01	26
	2601	00	03	72
	2602	00	03	50
	2603	00	04	04
	2604	00	04	70
	2605	00	16	23
	2606	00	16	79
	2620	00	19	46
	2635	00	03	94
	2621	00	08	88
	2619	00	06	87
	2622	00	19	72
	Nala in Gat No. 2622	00	06	47
	2623	00	05	12
	2426	00	17	78
	2627	00	08	29
	2628	00	11	06
	2629	00	16	20
	2678	00	23	93
	2679	00	35	15
	Canal between Gat No. 2679 & 2684	00	04	47
	2681	00	38	63
	2683	00	03	06
	2684	00	38	63
	2685	00	04	46
	2466	00	70	05
	2465	00	00	32
	Nala between Gat No. 2466 & 2450	00	04	79
	2450	00	03	76
	2440	00	53	60
	2441	00	02	67
	2439	00	34	37
	2442	00	12	30

	1	2	3	4	5
1) Shirur (Contd..)		2436	00	08	61
		2433	00	03	99
		2432	00	08	65
		2431	00	11	25
		River at Village Boundary	00	05	50
		2430	00	01	02
		2437	00	00	08
2) Nimgaon Bhogi		Nala at Village Boundary	00	02	61
		469	00	03	39
		470	00	10	20
		471	00	04	65
		472	00	07	99
		476	00	04	79
		477	00	07	41
		478	00	33	99
		490	00	00	73
		487	00	18	53
		489	00	15	48
		491	00	00	59
		Canal between Gat No. 489 & 488	00	04	14
		488	00	04	46
		492	00	13	44
		494	00	04	10
		496	00	03	49
		497	00	06	35
		Canal between Gat No. 492 & 498	00	08	80
		498	00	03	30
		486	00	00	02
		499	00	04	59
		Nala in Gat No. 615	00	04	20
		615	00	02	79
		614	00	10	79
		613	00	18	03
		612	00	22	68
		611	00	16	96
		609	00	20	07
		608	00	09	81
		606	00	09	92
		605	00	07	87
		Nala between Gat No. 605 & 4	00	11	12
		3	00	00	52
		4	00	30	65
		5	00	43	13
		6	00	38	17
		Road between Gat No. 6/5 & 62	00	04	74

1	2	3	4	5
2) Nimgaon Bhogl (Contd...)	62	00	19	05
	63	00	32	25
	61	00	01	84
	Road between Gat No. 61 & 65	00	06	43
	65	00	03	65
	67	00	06	38
	68	00	05	75
	69	00	07	47
	70	00	08	43
	Canal between Gat No. 69 & 70	00	03	52
	76	00	19	90
	77	00	30	49
	78	00	22	14
	88	00	00	66
	89	00	21	18
	92	00	04	01
	93	00	20	10
	90	00	00	01
	94	00	07	65
	95	00	07	33
	96	00	07	47
	97	00	01	42
	98	00	13	14
	99	00	04	19
	100	00	02	37
	Nala between Gat No. 100 & 108	00	09	33
	105	00	12	27
	111	00	32	50
	104	00	47	74
	Road at Village Boundary	00	00	05
3) Sone Sangavi	Cart Track at Village boundary	00	02	32
	287	00	70	78
	Canal in Gat No. 287	00	05	39
	286	00	44	37
	285	00	73	58
	Road in Gat No. 285	00	06	47
	Nala between Gat No. 285 & 295	00	08	27
	295	00	04	89
	297	00	12	61
	296	00	03	57
	298	00	08	79
	299	00	06	19
	300	00	03	38
	301	00	01	55
	303	00	62	62

1	2	3	4	5
3) Sone Sangavi (contd...)	Nala between Gat No. 303 & 304	00	02	53
	304	00	21	71
	305	00	35	25
	306	00	45	72
	308	00	02	53
	309	00	12	65
	310	00	18	70
	312	00	09	93
	311	00	10	22
	360	00	60	19
	Cart Track between Gat No. 360 & 362	00	01	96
	362	00	23	68
	376	00	01	65
	363	00	05	50
	364	00	73	88
	Nala in Gat No. 364	00	03	16
	398	00	21	50
	399	00	23	57
	402	00	00	35
	401	00	08	77
	400	00	22	39
	410	00	26	76
	411	00	30	74
	412	00	71	37
	415	00	01	74
	416	00	00	11
	420	00	12	06
	421	00	50	61
	422	00	12	97
	Road between Gat No. 422 & 622/1	00	02	76
	622	00	13	14
	624	00	06	31
	625	00	05	85
	627	00	09	05
	Govt. Cattle field in Gat No. 888	00	28	91
	632	00	01	35
	633	00	05	76
	634	00	01	25
	635	00	01	91
	636	00	11	75
	637	00	08	16
	638	00	02	98
	639	00	02	79
	640	00	16	40
	695	00	08	13

1	2	3	4	5
3) Sone Sangavi (contd...)	696	00	11	29
	697	00	00	39
	705	00	07	09
	704	00	06	20
	701	00	14	19
	709	00	09	58
	710	00	13	89
	711	00	18	24
	716	00	31	38
	715	00	30	64
	Road between Gat No. 715 & 750	00	07	19
	750	00	02	26
	727	00	49	76
	749	00	17	91
	748	00	22	10
	745	00	21	86
	744	00	06	60
	743	00	15	91
	739	00	00	44
	740	00	02	97
	741	00	15	00
	751	00	17	38
4) Wagholi	17	00	29	95
	16	00	19	32
	19	00	12	85
	20	00	27	07
	15	00	29	17
	14	00	41	33
	13	00	43	19
	12	01	12	05
	Road between Gat No. 12 & 431	00	11	65
	431	01	03	76
	9	00	56	77
	453	00	14	85
	454	00	21	36
	455	00	24	43
	456	00	34	53
	Road in Gat No. 456	00	03	19
	458	00	11	15
	457	00	15	50
	Nala between Gat No. 457 & 381	00	04	30
	382	00	00	03
	381	00	01	96
	380	00	06	43
	379	00	07	41

1	2	3	4	5
4) Wagholi (Contd...)	378	00	05	26
	374	00	04	39
	373	00	04	45
	371	00	07	29
	369	00	01	07
	368	00	00	27
	367	00	00	35
	370	00	08	14
	364	00	04	95
	363	00	07	29
	362	00	04	31
	361	00	04	94
	360	00	06	04
	359	00	07	97
	358	00	07	94
	357	00	08	68
	356	00	13	38
	352	00	24	58
	355	00	20	00
	349	00	27	74
	348 (G.L.)	00	18	07
	Road between Gat No. 348 & 347	00	08	09
	347 (G.L.)	00	27	32
	343	00	13	70
	342	00	43	91
5) Shingahwadi	214	00	00	27
	215	00	24	76
	216	00	28	57
	217	00	12	56
	218	00	23	23
	220	00	14	76
6) Varude	95	00	28	04
	94	00	21	82
	93	00	19	57
	97	00	28	20
	98	00	12	91
	101	00	20	67
	102	00	09	73
	103	00	65	51
	Road between Gat No. 103 & 107	00	06	28
	107	00	15	21
	108	00	34	79
	109	00	56	75
	River between Gat No. 109 & 154	00	08	15
	154	00	11	69

1	2	3	4	5
6) Varude (Contd...)	152	00	01	38
	155	01	41	81
	150	00	07	46
	Road between Gat No. 150/2 & 156	00	04	18
	156	00	07	67
	161	00	00	09
	162	00	09	52
	163	00	11	26
	164	00	21	43
	165	00	13	85
	169	00	21	88
	173	00	13	74
	183	00	06	95
	182	00	09	00
	181	00	05	77
	180	00	06	22
	179	00	23	76
	187	00	08	31
	188	00	09	00
	191	00	08	50
	193	00	03	81
	189	00	01	49
	194	00	10	22
	Nala between Gat No. 194 & 199/1	00	02	22
	199	00	21	26
	197	00	00	01
	198	00	14	00
	200	00	18	07
	201	00	17	35
	202	00	28	50
	Cart Track between Gat No. 202 & 221	00	09	81
	221	00	08	07
	205	00	21	76
	220	00	18	55
	219	00	18	60
	218	00	03	06
	217	00	34	02
	213	00	00	57
	214	00	34	37
7) Ganegaon Khalasa	Road at Village Boundary	00	01	35
	270	00	06	72
	269	00	39	66
	268	00	16	34
	Nala in Gat No. 269	00	01	90
	267	00	21	00

1	2	3	4	5
7) Ganegaon Khalsa(Contd...)	266	00	30	17
	264	00	48	13
	253	00	05	95
	254	00	62	15
	255	00	14	09
	256	00	15	61
	257	00	19	50
	258	00	02	11
	208	00	17	89
	207	00	19	31
	206	00	25	68
	205	00	12	29
	203	00	25	26
	202	00	01	87
	201	00	27	86
	Cart track between Gat No. 201 & 199	00	01	02
	199	00	14	25
	198	00	20	31
	197	00	30	18
	193	00	17	62
	192	00	13	48
8) Pimple Dhumai	124	01	56	37
	126	00	72	83
	127	00	20	81
	128	00	02	23
	Canal between Gat No. 128/1 & 129/1	00	15	37
	129	00	51	17
	130	00	12	43
	50	00	02	55
	39	00	34	46
	37	00	00	56
	38	00	04	07
	40	00	18	57
	44	00	05	95
	43	00	11	28
	42	00	08	14
	41	00	07	38
	Cart Track between Gat No. 41 & 61	00	01	14
	59	00	00	65
	61	00	36	54
	62	00	06	43
	Nala between Gat No. 62 & 76	00	07	03
	76	00	00	23
	63	00	27	29
	66	00	07	17
	64	00	01	69

1	2	3	4	5
8) Pimple Dhumal (Contd...)	65	00	38	37
	67	00	49	60
	74	00	13	19
	75	00	23	93
	Canal in Gat No. 75	00	00	73
	500	00	16	04
	498	00	20	69
	468	01	26	42
	467	00	23	44
	464	00	10	89
	456	00	31	56
	458	00	02	10
	455	00	53	33
9) Mukhai	Nala between Village Boundary	00	02	10
	353	00	82	02
	352	00	13	29
	355	00	00	06
	356	00	10	37
	357	01	29	11
	366	00	06	30
	367	00	02	39
	Cart track between Gat No. 367 & 340/1	00	01	24
	Canal in Gat No. 340/1	00	09	74
	340	00	35	07
	339	00	27	88
	337	00	33	59
	336	00	29	15
	333	00	01	43
	389	00	31	14
	390	00	15	86
	392	00	17	66
	393	00	39	41
	394	00	13	81
	395	00	26	19
	Road between Gat No. 395/1 & 398	00	04	50
	398	00	36	22
	403	01	09	78
	400	00	05	16
	401	00	24	46

1	2	3	4	5
9) Mukhai (Contd...)	River between Gat No. 401 & 27	00	23	61
	25	00	01	19
	27	00	49	39
	26	00	00	01
	39	00	17	29
	43	00	47	41
	Canal in Gat No. 44/1	00	02	91
	44	00	43	33
	56	00	08	68
	Canal between Gat No. 56 & 54	00	08	48
	54	00	12	95
	70	00	10	51
	53	00	29	44
	52	00	25	89
10) Karandi	459	00	37	40
	457	00	38	26
	448	00	38	91
	439	00	42	26
	438	00	35	13
	Road between Gat No. 439 & 438	00	02	37
	437	00	05	50
	434	00	12	32
	433	00	19	09
	432	00	11	50
	429	00	10	99
	428	00	06	99
	419	00	06	64
	420	00	29	21
	421	00	36	17
	412	00	35	95
	411	00	01	84
	410	00	13	22
	409	00	17	79
	408	00	09	96
	406	00	16	80
	405	00	11	55
	404	00	20	81
	398	00	25	19
	397	00	02	79
	Road between Gat No. 397 & 504/2	00	06	81
	504	00	04	15
	510	00	27	27
	511	00	09	78
	511	00	03	50
	513	00	17	29

1	2	3	4	5
10) Karandi (Contd...)	514	00	18	65
	515	00	04	83
	Canal between Gat No. 514 & 515	00	13	14
	516	00	12	61
	517	00	37	34
	Canal in Gat No. 517	00	03	56
	519	00	13	16
	520	00	09	80
	521	00	11	60
	522	00	17	65
	523	00	12	39
	524	00	06	49
	526	00	07	94
	527	00	20	66
	529	00	14	01
	531	00	20	09
	532	00	13	78
	535	00	14	40
	536	00	02	21
	614	00	07	66
	537	00	00	01
	571	00	41	24
	572	00	46	75
	Canal in Gat No. 572	00	03	55
	609	00	02	20
	573	00	16	73
	Road between Gat No. 572 & 606	00	02	93
	606	00	00	90
	605	00	15	46
	604	00	24	69
	602	00	02	37
	603	00	00	74
	Canal in Gat No. 604 & 592	00	07	36
	592	00	12	43
	587	00	01	02
	591	00	11	85
	597	00	13	11
	593	00	01	42
	594	00	30	61
	596	00	35	84
	588	00	09	74
	585	00	09	74
	660	00	06	18
	929	00	01	82
	Road between Gat No. 929 & 938	00	05	36

1	2	3	4	5
10) Karandi (Contd...)	939	00	00	10
	938	00	16	14
	937	00	21	24
	930	00	18	70
	931	00	13	63
	932	00	12	14
	928	00	13	07
	927	00	15	85
	926	00	05	27
	925	00	00	02
	971	00	35	72
11) Pimple Jagtap	452	00	66	54
	453	00	47	87
	451	00	15	13
	Canal between Gat No. 451 & 450	00	03	43
	450	00	96	75

[F. No. L-14014/16/2007-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1935.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायन्स इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में संरचनाओं से आंध्र प्रदेश राज्य में पश्चिमी गोदावरी जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इसकीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के.गंगाचलम, सक्षम प्राधिकारी, रिलायंस गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, 67-11-21/2, सावित्री, न्यू सेंचरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा, पूर्वी गोदावरी जिला, आन्ध्रप्रदेश राज्य - 533003 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
मंडल: पेरवलि		जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश
गाँव का नाम	सर्वे सं. / सब डिविजन सं.	आर ओ यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) नाडुपल्ले	150/1इ\$	0	00	65
	150/1एफ\$	0	04	95
मंडल: उंद्राजवरम		जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश
1) वेलिवेनु	154/1&	0	16	80
	154/3&	0	04	50
मंडल: ताडेपल्लिगूडेम		जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश
1) नन्दमूरू	9/2ए&	0	01	70
	11/1ए&	0	01	40
2) जगन्नादपुरम	557&	0	06	15
	716&	0	03	60
	734/3ए&	0	04	70
	797/2&	0	02	05
	830/1ए&	0	02	65
3) आरुगोलु	237/1& *	0	01	80
	238/2	0	01	60
	239/1इ&	0	01	10
	257/2बी&	0	08	45
	260/4सी&	0	01	35
	276/1&	0	01	30
	293/1सी&	0	02	75
	293/1इ&	0	01	30
4) कुन्चनपल्लि	154/1&	0	02	35
5) कोन्डुप्रोलु	182/1&	0	06	65
	182/4&	0	14	55
	233/2	0	00	30
	234/2&	0	01	50
	252/1&	0	00	10
6) ताडेपल्ले	600/2बी&	0	03	65
	641&	0	67	95
	642/1&	0	24	60
	865/2इ&	0	01	10
मंडल: उन्नुदु		जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश
1) यल्लाविल्लि	317/3**	0	07	10
	318/3**	0	26	70
	323/2	0	03	80
	325/1बी**	0	01	35
	324/3**	0	18	75
	325/3**	0	03	40
	325/4	0	00	70
	233/1बी	0	28	50

	1	2	3	4	5
1) यल्लामिल्लि (निरंतर)		344/3**	0	02	10
		357/2**	0	46	30
		358/2**	0	43	80
		358/1**	0	00	50
		359**	0	20	10
		360/3**	0	02	85
		360/2**	0	22	20
		360/1**	0	24	75
2) उन्मुट्टु		452/4**	0	08	95
		1063	0	44	20
		12 2 6/1**	0	10	05
3) चेंबोलु		377*	0	05	10
		399/1वी*	0	04	90
		425/1*	0	06	80
		485/1*	0	12	90
4) कैकाराम		585/1*	0	06	75
मंडलः भिमडोलु	जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश		
1) पूल्ला		331/1*	0	17	50
		657/2*	0	02	55
2) भिमडोलु		747/1*	0	11	50
		772*	0	00	70
		778*	0	30	55
3) गुन्डुगोलु		500/1वी*	0	10	15
		640/1डी*	0	00	10
मंडलः देंदुलु	जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश		
1) कोमिरेपल्लि		86/1सी1*	0	11	10
2) देंदुलु		262/6*	0	00	10
		269/1*	0	02	55
		270/1*	0	13	40
		276/1*	0	48	95
		276/2*	0	00	10
		277/2*	0	00	90
		278/1*	0	01	05
		309	0	01	75
		310/1ए*	0	05	90
		310/2डी*	0	10	50
		311/2वी*	0	00	30
		311/1वी*	0	12	65
		311/3सी	0	00	10
		543/2*	0	02	90
		572/2	0	00	40
3) चल्लपल्लि		133/1हेच*	0	00	10
		133/5*	0	00	10
		134/1*	0	00	10
		136/1*	0	00	10

1	2	3	4	5
मंडलः एलुरु	जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश	
1) चोडिमेल्ला	36/2***	0	00	10
	38/2***	0	00	10
	41/8***	0	00	10
	42/3***	0	00	10
	46***	0	00	10
	49/1***	0	00	10
	51/1***	0	00	10
	51/2***	0	00	10
	114/1***	0	00	10
	127***	0	00	10
मंडलः पेदवेगि	जिला : पश्चिमी गोदावरी		राज्य : आन्ध्र प्रदेश	
1) वंगु	39/6***	0	00	10
	87/1***	0	00	10
	92/3***	0	00	10
	159/1***	0	00	10
	175/2***	0	00	10
	183***	0	00	10
	186***	0	00	10
	189***	0	00	10
	191/3***	0	00	10
	203/2***	0	00	10
2) पिनकडिमि	22/4***	0	40	15
	31/2	0	17	25
	47/2ए***	0	00	20
3) कोप्पाका	116/2***	0	00	10
	117***	0	00	10
	118***	0	00	10
	120/1***	0	00	10
	120/2***	0	00	10
	120/4***	0	00	10
	120/5***	0	00	10
	120/7***	0	00	10
	160/8***	0	00	10
	193***	0	00	10
	194/4***	0	00	10
	195/2***	0	00	10
	196/3***	0	00	10
	197/3***	0	00	10
	197/4***	0	12	05
	203/2***	0	00	10
	205/3***	0	00	10
	224/1***	0	00	10
	224/2***	0	00	10
	226/3***	0	00	10

1	2	3	4	5
3) कोप्पाका (मिरतार)	22 6/10***	0	00	10
	788/1***	0	00	10
	778/3	0	00	10
	778/4	0	00	10
	789/1***	0	00	10
	789/3***	0	00	10
	956/2***	0	00	10
	956/3***	0	00	10
	956/4***	0	00	10
	956/5***	0	00	10
	998***	0	00	10
	100 6/4***	0	00	10

* का.आ. 1758 दिनांक 16.06.2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

** का.आ. 2070 दिनांक 26.05.2006 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

*** का.आ. 1650 दिनांक 09.06.2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

\$ का.आ. 1651 दिनांक 11.06.2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

& का.आ. 583 दिनांक 08.02.2006 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

[फा. सं. एल-14014/3/2006-जी. पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 4th July, 2007

S. O. 1935.— Where it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from structures in Andhra Pradesh of M/s Reliance Industries Limited, to the various consumers of District West Godavari in State of Andhra Pradesh, a pipeline should be laid by M/s Reliance Gas Transportation Infrastructure Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire right of user in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Shri K.Gangachalam, Competent Authority, Reliance Gas Transportation Infrastructure Limited, D. No.: 67-11-21/2, Savisuja, Opp. New Century Public School, L.B.Nagar, Kakinada-533003, East Godavari District, Andhra Pradesh State.

Schedule				
Mandal : Peravali		District : West Godavari		State : Andhra Pradesh
Village	Survey No. / Sub-Division No.	Area to be acquired for ROU		
		Hectare	Are	C-Are
1	2	3	4	5
1) Nadupalle	150/1E\$	0	00	65
	150/1F\$	0	04	95
Mandal : Undrajavaram		District : West Godavari		State : Andhra Pradesh
1) Velivennu	154/1&	0	16	80
	154/3&	0	04	50
Mandal : Tadepalligudem		District : West Godavari		State : Andhra Pradesh
1) Nandamuru	9/2A&	0	01	70
	11/1A&	0	01	40
2) Jagannadhapuram	557&	0	06	15
	716&	0	03	60
	734/3A&	0	04	70
	797/2&	0	02	05
	830/1A&	0	02	65
3) Arugolanu	237/1&	0	01	80
	238/2	0	01	60
	239/1E&	0	01	10
	257/2B&	0	08	45
	260/4C&	0	01	35
	276/1&	0	01	30
	293/1C&	0	02	75
	293/1E&	0	01	30
4) Kunchanapalli	154/1&	0	02	35
5) Kondruprolu	182/1&	0	06	65
	182/4&	0	14	55
	233/2	0	00	30
	234/2&	0	01	50
	252/1&	0	00	10
6) Tadepalle	600/2B&	0	03	65
	641&	0	67	95
	642/1&	0	24	60
	865/2E&	0	01	10
Mandal : Unguturu		District : West Godavari		State : Andhra Pradesh
1) Yellamilli	317/3**	0	07	10
	318/3**	0	26	70
	323/2	0	03	80
	325/1B**	0	01	35
	324/3**	0	18	75
	325/3**	0	03	40
	325/4	0	00	70
	233/1B	0	28	50

1	2	3	4	5
1) Yellamilli (contd...)	344/3**	0	02	10
	357/2**	0	46	30
	358/2**	0	43	80
	358/1**	0	00	50
	359**	0	20	10
	360/3**	0	02	85
	360/2**	0	22	20
	360/1**	0	24	75
2) Unguturu	452/4**	0	08	95
	1063	0	44	20
	1226/1**	0	10	05
3) Chebrolu	377*	0	05	10
	399/1B*	0	04	90
	425/1*	0	06	80
	485/1*	0	12	90
4) Kaikaram	585/1*	0	06	75
Mandal : Bhimadolu District : West Godavari State : Andhra Pradesh				
1) Pulla	331/1*	0	17	50
	657/2*	0	02	55
2) Bhimadolu	747/1*	0	11	50
	772*	0	00	70
	778*	0	30	55
3) Gundugolanu	500/1B*	0	10	15
	640/1D*	0	00	10
Mandal : Denduluru District : West Godavari State : Andhra Pradesh				
1) Komirepalle	86/1C1*	0	11	10
2) Denduluru	262/6*	0	00	10
	269/1*	0	02	55
	270/1*	0	13	40
	276/1*	0	48	95
	276/2*	0	00	10
	277/2*	0	00	90
	278/1*	0	01	05
	309	0	01	75
	310/1A*	0	05	90
	310/2D*	0	10	50
	311/2B*	0	00	30
	311/1B*	0	12	65
	311/3C	0	00	10
	543/2*	0	02	90
	572/2	0	00	40
3) Challapalli	133/1H*	0	00	10
	133/5*	0	00	10
	134/1*	0	00	10
	136/1*	0	00	10

1	2	3	4	5
Mandal : Eluru	District : West Godavari	State : Andhra Pradesh		
1) Chodimella	36/2***	0	00	10
	38/2***	0	00	10
	41/8***	0	00	10
	42/3***	0	00	10
	46***	0	00	10
	49/1***	0	00	10
	51/1***	0	00	10
	51/2***	0	00	10
	114/1***	0	00	10
	127***	0	00	10
Mandal : Pedavegi	District : West Godavari	State : Andhra Pradesh		
1) Vanguru	39/6***	0	00	10
	87/1***	0	00	10
	92/3***	0	00	10
	159/1***	0	00	10
	175/2***	0	00	10
	183***	0	00	10
	186***	0	00	10
	189***	0	00	10
	191/3***	0	00	10
	203/2***	0	00	10
2) Pinakadimi	22/4***	0	40	15
	31/2	0	17	25
	47/2A***	0	00	20
3) Koppaka	116/2***	0	00	10
	117***	0	00	10
	118***	0	00	10
	120/1***	0	00	10
	120/2***	0	00	10
	120/4***	0	00	10
	120/5***	0	00	10
	120/7***	0	00	10
	160/8***	0	00	10
	193***	0	00	10
	194/4***	0	00	10
	195/2***	0	00	10
	196/3***	0	00	10
	197/3***	0	00	10
	197/4***	0	12	05
	203/2***	0	00	10
	205/3***	0	00	10
	224/1***	0	00	10
	224/2***	0	00	10
	226/3***	0	00	10
	226/10***	0	00	10
	788/1***	0	00	10
	778/3	0	00	10
	778/4	0	00	10
	789/1***	0	00	10

1	2	3	4	5
3) Koppaka (contd...)	789/3***	0	00	10
	956/2***	0	00	10
	956/3***	0	00	10
	956/4***	0	00	10
	956/5***	0	00	10
	998***	0	00	10
	1006/4***	0	00	10

* Additional area to 3(1) Notification S.O 1758 dated 16-06-2003

** Additional area to 3(1) Notification S.O 2070 dated 26-05-2006

*** Additional area to 3(1) Notification S.O 1650 dated 09-06-2003

\$ Additional area to 3(1) Notification S.O 1651 dated 11-06-2003

& Additional area to 3(1) Notification S.O 583 dated 08-02-2006

[F. No. L-14014/3/2006-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1936.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायन्स इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में संरचनाओं से आंध्र प्रदेश राज्य में पूर्वी गोदावरी जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के.गंगाचलम, सक्षम प्राधिकारी, रिलायंस गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, 67-11-21/2, साविसुजा, न्यू सेंचरी पब्लिक स्कूल के सामने, एल.बी.नगर, काकिनाडा, पूर्वी गोदावरी जिला, आन्ध्रप्रदेश राज्य - 583003 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
मंडल: ताल्लोवु		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश
गांव का नाम	सर्वे सं. / सब डिविजन सं.	आर ओ यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि-एयर
1	2	3	4	5
1) मल्लवरम	126*	0	21	50
	600/6ए@	0	13	20
	600/6बी@	0	13	15
	601/5वी	0	01	80
	504@	0	02	10
	658/3@	0	05	95
	658/4@	0	00	40
	659/2@	0	09	75
	663@	0	06	30
	664/2@	0	12	75
2) पोलेकुरु	213/2*	0	05	60
	377/3*	0	21	00
	378/1वी*	0	02	40
	380/1	0	04	65
मंडल: करपा		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश
1) सिरिपुरम	19/6*	0	01	55
	24/1*	0	00	60
	26/4वी*	0	02	55
	25/1ए*	0	02	55
	26/1वी*	0	02	30
	36/5*	0	00	70
	36/6*	0	00	25
	145/3*	0	05	20
	145/5ए*	0	07	80
मंडल: रामचन्द्रापुरम		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश
1) कापवरम	9/1\$	0	00	10
2) चोडवरम	80/1*	0	00	10
	80/2*	0	00	10
मंडल: रायवरम		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश
1) नंदुवादा	47/5**	0	00	40
2) वेदुरपाका	299/4**	0	00	20
	320/4**	0	07	30
	531/1**	0	20	00
	532/2**	0	08	20
मंडल: अनपति		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश
1) रामवरम	106/1	0	00	95
2) पोलमूरु	110/1**	0	08	20
	139/4वी**	0	01	00
मंडल: मंडपेटा		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश
1) आर्तमूरु	56/1**	0	05	45
2) इप्पनपाडु	23/2**	0	01	55

1	2	3	4	5
3) पाल्लोडु	36/5***	0	10	00
	50/1***	0	04	85
	50/2***	0	01	00
	58/10***	0	07	60
	110/3***	0	01	80
	110/5***	0	00	55
	121/1***	0	07	25
4) वेलागोडु	152/6***	0	01	90
मंडल: आतेयपुरम	जिला : पूर्वी गोदावरी			राज्य : आन्ध्र प्रदेश
1) बुच्चिलि	25/7&	0	18	55
2) वसंतवाडा	67/18&	0	27	70
	68/4	0	07	80
	70/5&	0	00	95
	117/2&	0	12	65
	118/2	0	17	35

* का.आ. 3399 दिनांक 18.10.2002 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

** का.आ. 3400 दिनांक 18.10.2002 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

*** का.आ. 109(अ) दिनांक 01.02.2007 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

& का.आ. 1651 दिनांक 11.06.2003 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

@ का.आ. 2797 दिनांक 20.07.2006 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

\$ का.आ. 1446(अ) दिनांक 05.09.2006 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल

[फा. सं. एल-14014/39/2006-जी. पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 4th July, 2007

S. O. 1936.— Where it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from structures in Andhra Pradesh of M/s Reliance Industries Limited, to the various consumers of District East Godavari in State of Andhra Pradesh, a pipeline should be laid by M/s Reliance Gas Transportation Infrastructure Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Shri K.Gangachalam, Competent Authority, Reliance Gas Transportation Infrastructure Limited, D. No.: 67-11-21/2, Savisuja, Opp. New Century Public School, L.B.Nagar, Kakinada-533003, East Godavari District, Andhra Pradesh State.

Schedule				
Mandal : Tallarevu		District : East Godavari		State : Andhra Pradesh
Village	Survey No. / Sub-Division No.	Area to be acquired for ROU		
		Hectare	Are	C-Are
1	2	3	4	5
1) Mallavaram	126*	0	21	50
	600/6A@	0	13	20
	600/6C@	0	13	15
	601/5B	0	01	80
	604@	0	02	10
	658/3@	0	05	95
	658/4@	0	00	40
	659/2@	0	09	75
	663@	0	06	30
	664/2@	0	12	75
2) Polekurru	213/2*	0	05	60
	377/3*	0	21	00
	378/1B*	0	02	40
	380/1	0	04	65
Mandal : Karapa		District : East Godavari		State : Andhra Pradesh
1) Siripuram	19/6*	0	01	55
	24/1*	0	00	60
	26/4B*	0	02	55
	25/1A*	0	02	55
	26/1B*	0	02	30
	36/5*	0	00	70
	36/6*	0	00	25
	145/3*	0	05	20
	145/5A*	0	07	80
Mandal : Ramachandrapuram		District : East Godavari		State : Andhra Pradesh
1) Kapavaram	9/1\$	0	00	10
2) Chodavaram	80/1*	0	00	10
	80/2*	0	00	10
Mandal : Rayavaram		District : East Godavari		State : Andhra Pradesh
1) Nadurubada	47/5**	0	00	40
2) Vedurupaka	299/4**	0	00	20
	320/4**	0	07	30
	531/1**	0	20	00
	532/2**	0	08	20
Mandal : Anaparthi		District : East Godavari		State : Andhra Pradesh
1) Ramavaram	106/1	0	00	95
2) Polamuru	110/1**	0	08	20
	139/4B**	0	01	00
Mandal : Mandapeta		District : East Godavari		State : Andhra Pradesh
1) Artamuru	56/1**	0	05	45
2) Ippanapadu	23/2**	0	01	55

	1	2	3	4	5
3) Palatodu		36/5***	0	10	00
		50/1***	0	04	85
		50/2***	0	01	00
		108/10***	0	07	60
		110/3***	0	01	80
		110/5***	0	00	55
		121/1***	0	07	25
4) Velagatodu		152/6***	0	01	90
Mandal : Atreyapuram		District : East Godavari		State : Andhra Pradesh	
1) Vuchchili		25/7&	0	18	55
2) Vasantavada		67/18 &	0	27	70
		68/4	0	07	80
		70/5&	0	00	95
		117/2&	0	12	65
		118/2	0	17	35

* Additional area to 3(1) Notification SO 3399 dated 18.10.2002

** Additional area to 3(1) Notification SO 3400 dated 18.10.2002

*** Additional area to 3(1) Notification SO 109(E) dated 01.02.2007

& Additional area to 3(1) Notification SO 1651 dated 11.06.2003

@ Additional area to 3(1) Notification SO 2797 dated 20.07.2006

\$ Additional area to 3(1) Notification SO 1446(E) dated 05.09.2006

[F. No. L-14014/39/2006-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1937.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड को काकोनाडा-हैदराबाद-उरान-अहमदाबाद ट्रंक गैस पाइपलाइन से महाराष्ट्र राज्य में ठाणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा आबेशिव बु. से ठाणे टी.टी.सी. एम. आई.डी.सी. एरिया तक एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस.डी. भिसे, सक्षम प्राधिकारी, रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, दूसरी मंजिल, हरि नारायण कॉम्प्लेक्स, जुना डालंडा डिपो, शिवाजी चौक, फर्नीचर मार्केट, उल्हासनगर - 421003, जिला ठाणे, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : अंबरनाथ		जिला : ठाणे		राज्य : महाराष्ट्र	
गांव का नाम	सर्वे नं/गट नं	आर ओ यु अर्जित करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग	
1	2	3	4	5	
१) आंबेशिव बु.	61/17	00	04	10	
	61/5	00	00	17	
	61/11	00	08	40	
	61/16	00	09	16	
	61/15	00	06	16	
	61/14	00	12	75	
	61/8	00	16	84	
	60/1	00	00	04	
	बैलगाडी रस्ता	00	00	33	
२) ढोके	बैलगाडी रस्ता	00	00	31	
	26	00	23	50	
	13	00	16	14	
	12	00	29	25	
	11	00	04	37	
	16	00	10	30	
	10	00	65	60	
	25	00	12	62	
	गट नं. 25 के नजदीक नाला	00	02	41	
	नदी (उल्हास)	00	17	63	
३) साई	नदी (उल्हास)	00	14	32	
	74	00	58	21	
	71	00	05	14	
	72	00	03	86	
	60	00	18	57	
	1	00	01	22	
	59	00	17	23	
	58	00	00	51	
४) जाभूल मोहिली	15	00	08	44	
	16	00	21	10	

1	2	3	4	5
४) जाभूळ मोहिली (आगे जारी...)	21 बी 4	00	02	89
	21/3 गायरान	00	00	20
	21/बी/एक बी	00	46	20
	21/6	00	08	96
	31	00	21	18
	32/ अ 5	00	01	96
	32 अ	00	72	62
	32 बी	00	00	96
	32/अ2	00	03	46
	59	00	11	66
	34सी	00	18	30
	58 सरकारी जमीन	00	20	20
	53	00	40	33
	57 पी	00	30	36
	48/1	00	73	48
	39	00	14	05
	102	00	17	05
	40	00	20	80
५) पाले	79	00	41	98
	नाला	00	04	75
	62	00	01	99
	68	00	34	87
	69	00	11	85
	70	00	26	93
	71	00	06	16
	72	00	15	95
	73	00	13	82
	48	00	13	40
	98	00	18	11
	93	00	19	71
	101	00	23	68
	102	00	37	33
	108	00	13	32
	109	00	15	68

1	2	3	4	5
५) पाले (आगे जारी...)	110	00	00	11
	119	00	17	59
	117	00	45	15
	111	00	18	16
	114	00	31	42
	120	00	12	08
६) गोरपे	36	00	12	65
	33	00	19	45
	31	00	35	47
	30	00	00	33
	32	00	20	92
	28	00	19	01
	35	00	25	69
७) मांगरूळ	28	00	28	10
	19	00	01	39
	20	00	36	56
	21	00	09	07
	111	00	11	75
	46	00	17	64
	47	00	05	43
	49	00	16	87
	4	00	23	51
	54	00	16	82
	55	00	14	94
	66	00	14	13
	67	00	28	98
	68	00	05	66
	69	00	29	87
	गट नं. 69 और 74 के बीच में रहता	00	02	76
	74	00	28	74
	75	00	02	60
८) काकडवाळ	45	00	55	88
	47	00	00	03
	49	00	00	04

	1	2	3	4	5
८) काकडवाढ (आगे जारी...)	42		00	16	40
	41		00	17	25
	40		00	05	71
	32		00	07	80
९) चिंचवली	73		00	17	30
	105		01	44	93
	80		00	11	48
	78		00	16	04
	99 बैलगाड़ी रस्ता		00	05	20
	104		00	04	57
	8		00	06	30
	नाला		00	06	22
	18		00	19	49
१०) अंबोसी	नाला		00	01	49
११) पोसरी	नाला		00	04	70
	143 गायरान		01	68	12
	149		00	11	93
	140		00	06	86
	रस्ता		00	00	66
	रस्ता		00	00	93
	131		00	17	81
	116		00	23	01
	117		00	05	85
	130		00	11	20
	122		00	21	25
	129		00	02	86
	123		00	09	54
	125		00	00	45
१२) चिरड	78		00	00	36
	76		00	09	44
	77		00	35	02

1	2	3	4	5
१२) चिरड (आगे जारी...)	नाला	00	03	91
१३) मोरावली	35	00	05	51
	32	00	54	28
	29/1 पी	00	14	17
	29/2 पी	00	22	35
	27	00	02	54
	38	00	25	36
	42 G.L.	00	24	95
	41/ पी MIDC	00	27	79
	39	00	39	34
१४) अम्बरनाथ	93	00	85	30
	नाला	00	05	08
	101	01	63	66
	रस्ता	00	01	61
	बैलगाड़ी रस्ता	00	00	61
१५) चिखलोली	128/P	00	88	19
	126	00	17	30
	125	00	08	25
	140	00	04	03
	129	00	37	08
	113	00	21	39
	रस्ता SH	00	02	43
	रस्ता NA 2	00	37	06
	Garlic IND Pvt.	00	01	38
	105	00	13	52
	NA 2	00	28	03
	NA 2	00	05	02
	बी जी रेल	00	05	03
	5	00	14	41
	11	00	11	62
	16	00	10	93
	रस्ता	00	01	53
	17 गायरान	00	00	49
	19	00	40	24
	68 गायरान	00	59	19

	1	2	3	4	5
१५) चिखलोली (आगे जारी...)	64		00	27	18
	66		00	33	88
	रस्ता		00	02	30
	तहसील : कल्याण	जिला : ठाणे	राज्य : महाराष्ट्र		
१) खोणी	नाला		00	03	38
	27		00	27	17
	रस्ता		00	00	83
	139		00	32	94
	39		00	31	16
	रस्ता		00	03	29
	145		00	04	15
	40		00	09	54
	144		00	43	93
	52		00	03	17
	50		00	04	69
२) अंतर्ली	21 गायरान		00	56	74
	20		00	01	27
	22		00	12	61
	57		00	42	85
	56		00	01	88
	68		00	42	75
	72		00	10	28
	73		00	08	74
	71		00	02	30
३) हेदुटणे	26P		00	06	35
	141		00	36	38
	138		00	00	74
	140		00	03	17
	143		00	16	99
	227		00	06	79
	164		00	09	74
	223 गायरान		00	78	27
	168		00	03	91
	167		00	01	40

1	2	3	4	5
३) हेदुटणे (आगे जारी...)	रस्ता	00	00	71
	173	00	09	94
	182 सरकारी जमीन	00	10	00
	गट नं. 182 और 219 के बीच में नाला	00	05	67
	219	00	49	54
	184 गायरान	00	10	75
४) निलजे	61 सरकारी जमीन	00	12	56
	62 गायरान	00	16	28
	गट नं. 62 और 63 के बीच में नाला	00	05	88
	63 गायरान	00	30	44
५) घेसर	33 गायरान	00	20	24
	28	00	15	23
	29	00	19	38
	27 गायरान	00	20	60
	23	00	04	54
	17 गायरान	00	31	19
	6	00	03	69
	16	00	25	47
	12	00	24	37
	10	00	00	03
	13	00	05	08
	11	00	00	19
	38	00	39	38
	गट नं. 38 के नजदीक तालाब	00	00	05
	46	00	12	82
	45	00	18	48
	44	00	26	27
	रेल बी गोवा	00	06	92
	60	00	20	48
	62	00	32	05
	65	00	09	18
	66	00	12	68
	117	00	04	81
	67	00	08	39
	70	00	06	32

1	2	3	4	5
५) घेसर (आगे जारी...)	68	00	14	74
	71	00	16	93
	73	00	03	57
	गट नं. 73 के नजदीक नदी	00	09	69

तहसील : ठाणे	जिला : ठाणे	राज्य : महाराष्ट्र		
१) उत्तरशिव	45	00	10	68
	51 गायरान	00	61	88
	48	00	07	73
	43	00	05	29
	42	00	15	65
	19	00	21	87
	12	00	33	81
	13	00	16	51
	14	00	04	62
	7	00	05	97
२) डायघर	69	00	01	23
	70	00	22	09
	72	00	09	93
	73	00	12	22
	74	00	06	27
	75	00	01	71
	71	00	05	35
	18 बैलगाड़ी रुस्ता	00	32	15
	36	00	00	43
	35	00	21	62
	47	00	11	85
	34	00	10	72
	32	00	12	76
	52	00	00	12
	53	00	25	02
३) गोठेघर	120	00	27	19
	119	00	02	68
	118	00	09	60
	121	00	18	48

1	2	3	4	5
३) गोठेघर (आगे जारी...)	113	00	08	91
	104	00	03	29
	105	00	00	10
	103	00	57	66
	66	00	20	87
	65	00	07	16
	62	00	10	64
	61	00	03	69
	59 गायरान	00	12	25
	60	00	04	82
	58 UPF	00	40	42
४) शिळ	रस्ते के बाजुमे	00	61	17
५) ठाणे टीटीसी एमआयडीसी क्षेत्र	रस्ते के बाजुमे	01	83	53

[फा. सं. एल-14014/12/2007-जी. पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 4th July, 2007

S. O. 1937.—Where it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from Kakinada-Hyderabad-Uran-Ahmedabad trunk gas pipeline of M/s Reliance Gas Transportation Infrastructure Limited, to various consumers of strict Thane in the State of Maharashtra, a pipeline should be laid from Ambeshiv Bk to Thane TTC, MIDC, Area by M/s Reliance Gas Transportation Infrastructure Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Shri S. D. Bhise, Competent Authority, Reliance Gas Transportation Infrastructure Limited, 2nd Floor, Hari Narayan Complex, Old Dalda Depot, Shivaji Chowk, Furniture Market, Ulhasnagar-421003, Dist. Thane, Maharashtra State.

Schedule					
Tehsil: Ambernath		District: Thane		State :Maharashtra	
Village	Survey\ Sub-division No.	Area required for ROU Acquisition			
		Hect.	Are	C-Are	
1	2	3	4	5	
1) Ambeshiv Bk	61/17	00	04	10	
	61/5	00	00	17	
	61/11	00	08	40	
	61/16	00	09	16	
	61/15	00	06	16	
	61/14	00	12	75	
	61/8	00	16	84	
	60/1	00	00	04	
	Cart Track	00	00	33	
2) Dhoke	Cart Track	00	00	31	
	26	00	23	50	
	13	00	16	14	
	12	00	29	25	
	11	00	04	37	
	16	00	10	30	
	10	00	65	60	
	25	00	12	62	
	Nala Near Svy. No. 25	00	02	41	
	River (Ulhas)	00	17	63	
3) Sai	River (Ulhas)	00	14	32	
	74	00	58	21	
	71	00	05	14	
	72	00	03	86	
	60	00	18	57	
	1	00	01	22	
	59	00	17	23	
	58	00	00	51	
4) Jambhul Mohili	15	00	08	44	
	16	00	21	10	
	21 B4	00	02	89	
	21/3 Gairan	00	00	20	
	21/B/1B	00	46	20	
	21/6	00	08	96	
	31	00	21	18	

1	2	3	4	5
4) Jambhul Mohili (Cont...)	32/A5	00	01	96
	32A	00	72	62
	32B	00	00	96
	32/A2	00	03	46
	59	00	11	66
	34C	00	18	30
	58 G.L.	00	20	20
	53/1 FL	00	40	33
	57 P	00	30	36
	48/1 MIDC	00	73	48
	39	00	14	05
	102	00	17	05
	40	00	20	80
5) Pale	79	00	41	98
	Nala	00	04	75
	62	00	01	99
	68	00	34	87
	69	00	11	85
	70	00	26	93
	71	00	06	16
	72	00	15	95
	73	00	13	82
	48	00	13	40
	98	00	18	11
	93	00	19	71
	101	00	23	68
	102	00	37	33
	106	00	13	32
	109	00	15	68
	110	00	00	11
	119	00	17	59
	117	00	45	15
	111	00	18	16
	114	00	31	42
	120	00	12	08
6) Gorpe	36	00	12	65
	33	00	19	45
	31	00	35	47
	30	00	00	33

	1	2	3	4	5
6) Gorpe (Cont....)	32		00	20	92
	28		00	19	01
	35		00	25	69
7) Mangrui	28		00	28	10
	19		00	01	39
	20		00	36	56
	21		00	09	07
	111		00	11	75
	46		00	17	64
	47		00	05	43
	49		00	16	87
	4		00	23	51
	54		00	16	82
	55		00	14	94
	66		00	14	13
	67		00	28	98
	68		00	05	66
	69		00	29	87
	Road in bet. Svy. No. 69 & 74		00	02	76
	74		00	28	74
	75		00	02	60
8) Kakadwal	45		00	55	88
	47		00	00	03
	49		00	00	04
	42		00	16	40
	41		00	17	25
	40		00	05	71
	32		00	07	80
9) Chichwali	73		00	17	30
	105		01	44	93
	80		00	11	48
	78		00	16	04
	99 Cart Track		00	05	20
	104		00	04	57
	8		00	06	30
	Nala		00	06	22

1	2	3	4	5
9) Chichwali (Cont...)	18	00	19	49
10) Ambosi	Nala	00	01	49
11) Posari	Nala	00	04	70
	143 Gairan	01	68	18
	149	00	11	93
	140	00	06	86
	Road	00	00	66
	Road	00	00	93
	131	00	17	81
	116	00	23	01
	117	00	05	85
	130	00	11	20
	122	00	21	25
	129	00	02	86
	123	00	09	54
	125	00	00	45
12) Chirad	78	00	00	36
	76	00	09	44
	77	00	35	02
	Nala	00	03	91
13) Morivali	35	00	05	51
	32	00	54	28
	29/1 P	00	14	17
	29/2 P	00	22	35
	27	00	02	54
	38	00	25	36
	42 G.L.	00	24	95
	41/ P MIDC	00	27	79
	39	00	39	34
14) Ambernath	93	00	85	30
	Nala	00	05	08
	101	01	63	66
	Road	00	01	61
	Cart Track	00	00	61
15) Chikhaloli	128/P	00	88	19
	126	00	17	30
	125	00	08	25
	140	00	04	03
	129	00	37	08

	1	2	3	4	5
15) Chikhaloli (Cont...)		113	00	21	39
		Road SH	00	02	43
		Road NA 2	00	37	06
		Garlic IND Pvt.	00	01	38
		105	00	13	52
		NA 2	00	28	03
		NA 2	00	05	02
		B.G.Railway	00	05	03
		5	00	14	41
		11	00	11	62
		16	00	10	93
		Road	00	01	53
		17 Gurcharan	00	00	49
		19	00	40	24
		68 Gurcharan	00	59	19
		64	00	27	18
		66	00	33	88
		Road	00	02	30

Tehsil: Kalyan	District: Thane	State :Maharashtra
1) Khoni	Nala	00 03 38
	27	00 27 17
	Road	00 00 83
	139	00 32 94
	39	00 31 16
	Road	00 03 29
	145	00 04 15
	40	00 09 54
	144	00 43 93
	52	00 03 17
	50	00 04 69
2) Anjarli	21 Gairan	00 56 74
	20	00 01 27
	22	00 12 61
	57	00 42 85
	56	00 01 88
	68	00 42 75
	72	00 10 28
	73	00 08 74

1	2	3	4	5
2) Antarli (Cont...)	71	00	02	30
3) Hedutane	26P	00	06	35
	141	00	36	38
	138	00	00	74
	140	00	03	17
	143	00	16	99
	227	00	06	79
	164	00	09	74
	223 Gairan	00	78	27
	168	00	03	91
	167	00	01	40
	Road	00	00	71
	173	00	09	94
	182 G.L.	00	10	00
	Nala in bet. 182 & 219	00	05	67
	219	00	49	54
	184 Gairan	00	10	75
4) Nilaje	61 G.L.	00	12	56
	62 Gairan	00	16	28
	Nala in bet. 62 & 63	00	05	88
	63 Gairan	00	30	44
5) Ghesar	33 Gairan	00	20	24
	28	00	15	23
	29	00	19	38
	27 Gairan	00	20	60
	23	00	04	54
	17 Gairan	00	31	19
	6	00	03	69
	16	00	25	47
	12	00	24	37
	10	00	00	03
	13	00	05	08
	11	00	00	19
	38	00	39	38
	Pond G.L. Near Svy. No. 38	00	00	05
	46	00	12	82
	45	00	18	48
	44	00	26	27
	Railway B. Goa	00	00	92
	60	00	20	48
	62	00	32	05

1	2	3	4	5
5) Ghesar (Cont...)	65	00	09	18
	66	00	12	68
	117	00	04	81
	67	00	08	39
	70	00	06	32
	68	00	14	74
	71	00	16	93
	73	00	03	57
	River Near Svy. No. 73	00	09	69

Tehsil: Thane	District: Thane	State :Maharashtra		
1) Uttarshiv	45	00	10	68
	51 Gairan	00	61	88
	48	00	07	73
	43	00	05	29
	42	00	15	65
	19	00	21	87
	12	00	33	81
	13	00	16	51
	14	00	04	62
	7	00	05	97
2) Dayghar	69	00	01	23
	70	00	22	09
	72	00	09	93
	73	00	12	22
	74	00	06	27
	75	00	01	71
	71	00	05	35
	18 Cattle Field M G	00	32	15
	36	00	00	43
	35	00	21	62
	47	00	11	85
	34	00	10	72
	32	00	12	76
	52	00	00	12
	53	00	25	02
3) Goteghar	120	00	27	19
	119	00	02	68
	118	00	09	60

1	2	3	4	5
3) Goteghar (Cont...)	121	00	18	48
	113	00	08	91
	104	00	03	29
	103	00	57	66
	105	00	00	10
	66	00	20	87
	65	00	07	16
	62	00	10	64
	61	00	03	69
	59 Cattle Field M G	00	12	25
	60	00	04	82
	58 UPF	00	40	42
4) Shil	Along the road	00	61	17
5) Thane TTC MIDC area	Along the road	01	83	53

[F. No. L-14014/12/2007-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

~~नई दिल्ली, 4 जुलाई, 2007~~

का.आ. 1938.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायन्स इंडस्ट्रीज लिमिटेड की आन्ध्र प्रदेश में संरचनाओं से महाराष्ट्र राज्य में ठाणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार^{का} अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस.डी.भिसे, सक्षम प्राधिकारी, रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, हरि नारायण कॉम्प्लेक्स, दूसरी मंजिल, जुना डालडा डिपो, शिवाजी चौक, फर्नीचर मार्केट, उल्हासनगर - 421003, जिला ठाणे महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/तहसील/तालुका/प्रभाग	जिला : ठाणे	राज्य : महाराष्ट्र			
गांव का नाम	सर्वे / हिस्सा नंबर	आर. ओ. यु. अर्जित करने के लिये क्षेत्रफल			
		हेक्टेयर	एकर	सि-एकर	
1	2	3	4	5	
1) विचलवेडे	38/1	00	08	55	
	36/3	00	57	05	
2) चिंचले	97	01	11	35	
	32/12	00	45	05	
	32/13	00	28	45	

[फा. सं. एल-14014/44/2004-जी. पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 4th July, 2007

S. O. 1938.—Where it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from structures in Andhra Pradesh of M/s Reliance Industries Limited, to various consumers of strict Thane in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Transportation Infrastructure Limited;

And whereas, it appears to the Government of India that for the purpose of laying such a pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Shri S. D. Bhise, Competent Authority, Reliance Gas Transportation Infrastructure Limited, Hari Narayan Complex, 2nd Floor, Old Dalda Depot, Shivaji Chowk, Furniture Market, Ulhasnagar-421003, Dist Thane, Maharashtra State.

Schedule

Mandal/Tehsil/Taluka: Dahanu		District: Thane		State : Maharashtra	
Village	Survey/ Sub-division No.	Area to be acquired for ROU			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Vivalvedhe	38/1	00	08	55	
	38/3	00	57	05	
2) Chinchale	97	01	11	35	
	32/12	00	45	05	
	32/13	00	28	45	

[F. No. L-14014/44/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1939.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय द्वारा जारी नीचे दी गई दर्शित का० आ० संख्याओं और तारीखों वाली अधिसूचनाओं द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन का अधिकार प्राप्त किया था ;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त भूमियों में सभी चिल्लंगमों से मुक्त उपयोग के अधिकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था ;

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रीट, उत्कृष्ट मिट्टी का तेल और वेग डीजल के परिवहन के प्रयोजन के लिए राजस्थान राज्य में तहसील मारवाड जंक्शन से तहसील बहरोड तक राजस्थान राज्य में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है प्रचालन समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को राजस्थान राज्य में मार्गाधिकार गतिविधियों की प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है ।

अनुसूची

[illegible]

क्र० सं०	का.आ. नं. व. तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
		रामावास	रायपुर	पाली	राजस्थान	15.03.2007
		बाबरा	रायपुर	पाली	राजस्थान	15.03.2007
		गोपालपुरा	रायपुर	पाली	राजस्थान	15.03.2007
		रामगढ़	रायपुर	पाली	राजस्थान	15.03.2007
		कोलपुरा	रायपुर	पाली	राजस्थान	15.03.2007
		मोहरा	रायपुर	पाली	राजस्थान	15.03.2007
		सुमेल	रायपुर	पाली	राजस्थान	15.03.2007
		नाहरगढ़	रायपुर	पाली	राजस्थान	15.03.2007
4	2205 dt. 05.07.2005 & 4200 dt. 08.11.2005	गोला	पीसांगन	अजमेर	राजस्थान	15.03.2007
		सामला	पीसांगन	अजमेर	राजस्थान	15.03.2007
		जेठाना	पीसांगन	अजमेर	राजस्थान	15.03.2007
		मकरेडा	पीसांगन	अजमेर	राजस्थान	15.03.2007
		अर्जुनपुरा खालसा	पीसांगन	अजमेर	राजस्थान	15.03.2007
		शिवपुरा	पीसांगन	अजमेर	राजस्थान	15.03.2007
5	2412 dt. 04.07.2005, 3961 dt. 25.10.2005, 860 dt. 28.02.2005 & 2400 dt. 19.06.2006	सराधना	अजमेर	अजमेर	राजस्थान	15.03.2007
		मियापुर	अजमेर	अजमेर	राजस्थान	15.03.2007
		ककलाना	अजमेर	अजमेर	राजस्थान	15.03.2007
		लच्छीपुरा	अजमेर	अजमेर	राजस्थान	15.03.2007
		बलवंता	अजमेर	अजमेर	राजस्थान	15.03.2007
		जाटिया	अजमेर	अजमेर	राजस्थान	15.03.2007
		दांता	अजमेर	अजमेर	राजस्थान	15.03.2007
		बीर	अजमेर	अजमेर	राजस्थान	15.03.2007
6	2316 dt. 24.06.2005 & 4201 dt. 08.11.2005	राजोसी	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		दिलवाडी	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		गादेरी	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		मोडी	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		लवेश	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		रामपुरा अहीरान	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		जिलावड़ा	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		कानपुरा	नसीराबाद	अजमेर	राजस्थान	15.03.2007
		बनेवड़ी	नसीराबाद	अजमेर	राजस्थान	15.03.2007
7	2502 dt. 05.07.2005 & 3967 dt. 27.10.2005	भुंवाडा	किशनगढ़	अजमेर	राजस्थान	15.03.2007
		मुंडोलाव	किशनगढ़	अजमेर	राजस्थान	15.03.2007
		काढा	किशनगढ़	अजमेर	राजस्थान	15.03.2007
		देवपुरी	किशनगढ़	अजमेर	राजस्थान	15.03.2007
		भारला	किशनगढ़	अजमेर	राजस्थान	15.03.2007

क्र० सं०	का.आ. नं.	व. तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1		2	3	4	5	6	7
			कटसुरा	किशनगढ़	अजमेर	राजस्थान	15.03.2007
			धोलपुरिया	किशनगढ़	अजमेर	राजस्थान	15.03.2007
			कालानाडा	किशनगढ़	अजमेर	राजस्थान	15.03.2007
			टिहरी	किशनगढ़	अजमेर	राजस्थान	15.03.2007
8	2414 dt. 04.07.2005, 4830 dt. 30.10.2005 & 865 dt. 03.03.2006		रहलाना	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			बेनीखेडा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			केरियाबुजूर्ग	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			गेगा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			हरसोली	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			गोपीपुरा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			श्रीरामनगर	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			चरासड़ा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			भोजपुर	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			दूदू	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			बागेत	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			गुढासायपुरा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			चक महेशपुरा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			चान्दरमोल	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			महेशपुरा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			अखेपुरा	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			गंगातीखुर्द	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			गंगातीकलां	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			खटवाड	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
			मानपुर	मौजामाबाद	जयपुर	राजस्थान	15.03.2007
9	2319 dt. 24.06.2005		बुकनी	फागी	जयपुर	राजस्थान	15.03.2007
			नंदलालपुरा	फागी	जयपुर	राजस्थान	15.03.2007
			शेरपुरा	फागी	जयपुर	राजस्थान	15.03.2007
10	2239 dt. 21.06.2005 & 4523 dt. 30.11.2005		शयोसिंहपुरा	सांगानेर	जयपुर	राजस्थान	21.03.2007
			बगरुकलां	सांगानेर	जयपुर	राजस्थान	21.03.2007
			दहमी कलां	सांगानेर	जयपुर	राजस्थान	21.03.2007
			दहमी खुर्द	सांगानेर	जयपुर	राजस्थान	21.03.2007
			सांझरिया	सांगानेर	जयपुर	राजस्थान	21.03.2007

[illegible]

क्र० सं०	का.आ. नं.	व. तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7	8
			लालचन्दपुरा बावडी चकमोज्या सिंवार चकबासड़ी मन्सारामपुरा मांचवा पिण्डोलाई सबरामपुरा	जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर	जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर	राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान	21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007
13	3315 dt. 13.09.2005, 863 dt. 02.03.2006 & 2399 dt. 19.06.2006		शिदपुरी टोडी उदावाला निठारा लेटकाबास लाखनी कांट देवन माधो का बास कल्याणपुरा	शाहपुरा शाहपुरा शाहपुरा शाहपुरा शाहपुरा शाहपुरा शाहपुरा शाहपुरा शाहपुरा शाहपुरा	जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर	राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान	21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007
14	2245 dt. 23.06.2005 & 4205 dt. 09.11.2005		सुरपुरा बागावास चौरासी ढाणी जोगियान चतरपुरा धोबियावाला भाबरू लुहाकनाकलां लुहाकनाखुर्द धूलकोट सूरजपुरा बहादुरपुरा जयसिंहपुरा	विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर विराटनगर	जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर जयपुर	राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान	21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007
15	2408 dt. 01.07.2005, 264 dt. 17.01.2006 & 2712 dt. 12.07.2006		ठीकरिया तुलसीपुरा टोरडाब्राह्मण बड़नगर भांकरी	कोटपूतली कोटपूतली कोटपूतली कोटपूतली कोटपूतली	जयपुर जयपुर जयपुर जयपुर जयपुर	राजस्थान राजस्थान राजस्थान राजस्थान राजस्थान	21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007

क्र० सं०	का.आ. नं. व. तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
		मंढा	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		राजनोता	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		दादूका	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		बसई	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		नांगलपंडितपुरा	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		बूचाहेडा	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		बालावास	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		बडावास	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		बासडी	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		खेडकीवीरभान	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		मोलाहेडा	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		शेखुपुर	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		बीजाहेडा	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		पनियाला	कोटपूतली	जयपुर	राजस्थान	21.03.2007
		मोरदा	कोटपूतली	जयपुर	राजस्थान	21.03.2007
16	2410 dt. 01.07.2005, 265 dt. 19.01.2006 & 1362 dt. 05.04.2006	जैनपुरबास	बहरोड	अलवर	राजस्थान	21.03.2007
		पहाडी	बहरोड	अलवर	राजस्थान	21.03.2007
		मौसमपुर	बहरोड	अलवर	राजस्थान	21.03.2007
		मौहम्मदपुर	बहरोड	अलवर	राजस्थान	21.03.2007
		सरविलंदपुरा	बहरोड	अलवर	राजस्थान	21.03.2007
		गुजरवास	बहरोड	अलवर	राजस्थान	21.03.2007
		शाहजहापुर	बहरोड	अलवर	राजस्थान	21.03.2007
		नांगलपुरा	बहरोड	अलवर	राजस्थान	21.03.2007
		बडीद	बहरोड	अलवर	राजस्थान	21.03.2007
		बांटखानी	बहरोड	अलवर	राजस्थान	21.03.2007
		कोलीला राबड	बहरोड	अलवर	राजस्थान	21.03.2007
		कोलीला जोगा	बहरोड	अलवर	राजस्थान	21.03.2007
		माजराकाट	बहरोड	अलवर	राजस्थान	21.03.2007
		काली पहाडी	बहरोड	अलवर	राजस्थान	21.03.2007
		जनकसिंहपुरा	बहरोड	अलवर	राजस्थान	21.03.2007
		फौलादपुर	बहरोड	अलवर	राजस्थान	21.03.2007
		शाहजहापुर	बहरोड	अलवर	राजस्थान	21.03.2007
		जौनायचा खुर्द	बहरोड	अलवर	राजस्थान	21.03.2007
		गूगलकोटा	बहरोड	अलवर	राजस्थान	21.03.2007
		कांकर	बहरोड	अलवर	राजस्थान	21.03.2007

New Delhi, the 4th July, 2007

S. O. 1939.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. Nos. and dates mentioned in the Schedule below issued under sub-section (i) of Section 6 of the Petroleum and Mineral Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the said lands specified in the schedule appended to those notification;

AND, WHEREAS, in exercise of the powers conferred by sub-section(4) of section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances in the Hindustan Petroleum Corporation Limited;

AND WHEREAS, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Motor Spirit, Superior Kerosene Oil and High Speed Diesel from Mundra installation of Hindustan Petroleum Corporation Limited, Mundra in the State of Gujarat to Delhi in the NCT of Delhi has been laid in the said lands and hence the ROU activities may be terminated from Tehsil Marwar junction to Tehsil Behror in the State of Rajasthan in respect of the said lands which are specified in the schedule appended to this Notification;

Now, I therefore in exercise of the powers conferred by rule 4 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declared the dates mentioned in Column 7 of the said schedule as the dates of termination of activities in ROU in the State of Rajasthan.

Schedule

Sr. No.	S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1	2407 dt. 01.07.2005 & 4318 dt. 14.11.2005	Kolpura Dhanla Ishali Guda Modham Singh Guda Kesarsingh Guda Ramsingh Radawas Gadana Ranawas Badee Nimbli Manda Manda Shekhawas Kantaliya	Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn. Marwar Jn.	Pali Pali Pali Pali Pali Pali Pali Pali Pali Pali Pali Pali Pali Pali	Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan	15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007
2	2241 dt. 22.06.2005 & 3845 dt. 21.10.2005	Hariyamali Sarangwas Dhundhalamrodi Kelwad Ladpura Guda Binja Rayrakalan Khurd Guda Chutara	Sojat Sojat Sojat Sojat Sojat Sojat Sojat Sojat	Pali Pali Pali Pali Pali Pali Pali Pali	Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan	15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007
3	2243 dt. 23.06.2005 & 4319 dt. 14.11.2005	Chanwadiya Khurd Kheewal Mohra Khurd Lawacha Deepawas Raipur Megdara Makadwali Barr Biratiya Kalan Biratiya Khurd Giri Narpura Ramawas Babara Gopaipura Ramgarh Kolpura Mohara Surnel Nahargarh	Raipur Raipur	Pali Pali	Rajasthan Rajasthan	15.03.2007 15.03.2007
4	2205 dt. 05.07.2005 & 4200 dt. 08.11.2005	Gola Samala Jethana Makareda Arjunpura Khalsa Shivpura	Pisangan Pisangan Pisangan Pisangan Pisangan Pisangan	Ajmer Ajmer Ajmer Ajmer Ajmer Ajmer	Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan	15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007 15.03.2007

Sr. No.	S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
5	2412 dt. 04.07.2005, 3961 dt. 25.10.2005, 860 dt. 28.02.2005 & 2400 dt. 19.06.2006	Saradhana	Ajmer	Ajmer	Rajasthan	15.03.2007
		Miyanpur	Ajmer	Ajmer	Rajasthan	15.03.2007
		Kaklana	Ajmer	Ajmer	Rajasthan	15.03.2007
		Lacchipura	Ajmer	Ajmer	Rajasthan	15.03.2007
		Balwanta	Ajmer	Ajmer	Rajasthan	15.03.2007
		Jatiya	Ajmer	Ajmer	Rajasthan	15.03.2007
		Danta	Ajmer	Ajmer	Rajasthan	15.03.2007
		Beer	Ajmer	Ajmer	Rajasthan	15.03.2007
6	2316 dt. 24.06.2005 & 4201 dt. 08.11.2005	Rajosi	Nasirabad	Ajmer	Rajasthan	15.03.2007
		Dilwadi	Nasirabad	Ajmer	Rajasthan	15.03.2007
		Gaderi	Nasirabad	Ajmer	Rajasthan	15.03.2007
		Modi	Nasirabad	Ajmer	Rajasthan	15.03.2007
		Lavera	Nasirabad	Ajmer	Rajasthan	15.03.2007
		Rampura Ahiran	Nasirabad	Ajmer	Rajasthan	15.03.2007
		Jilawada	Nasirabad	Ajmer	Rajasthan	15.03.2007
		Kanpura	Nasirabad	Ajmer	Rajasthan	15.03.2007
7	2502 dt. 05.07.2005 & 3967 dt. 27.10.2005	Bhunwada	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Mundolaw	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Kadha	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Devpuri	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Bharla	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Katsura	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Dholpuriya	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Kalanada	Kishangarh	Ajmer	Rajasthan	15.03.2007
8	2414 dt. 04.07.2005, 4830 dt. 30.10.2005 & 865 dt. 03.03.2006	Tihri	Kishangarh	Ajmer	Rajasthan	15.03.2007
		Relana	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Benikheda	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Keriyabujurg	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Gega	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Harsoli	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Gopipura	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Shriramnagar	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Charasada	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Bhojpur	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Dudu	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Baget	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Gudasaipura	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Chak Maheshpura	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Chandarmol	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Maheshpura	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Akhepura	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Gangatikhurd	Mauzamabad	Jaipur	Rajasthan	15.03.2007
9	2319 dt. 24.06.2005	Gangatikalan	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Khatvad	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Manpur	Mauzamabad	Jaipur	Rajasthan	15.03.2007
		Bukani	Phagi	Jaipur	Rajasthan	15.03.2007
		Nandlalpura	Phagi	Jaipur	Rajasthan	15.03.2007
		Sherpura	Phagi	Jaipur	Rajasthan	15.03.2007

Sr. No.	S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
10	2239 dt. 21.06.2005 & 4523 dt. 30.11.2005	Shyosinghpura	Sanganer	Jaipur	Rajasthan	21.03.2007
		Bagrukalan	Sanganer	Jaipur	Rajasthan	21.03.2007
		Dehmi Kalan	Sanganer	Jaipur	Rajasthan	21.03.2007
		Dehmi Khurd	Sanganer	Jaipur	Rajasthan	21.03.2007
		Sanjeriya	Sanganer	Jaipur	Rajasthan	21.03.2007
11	2498 dt. 04.07.2005, 581 dt. 08.02.2006 & 2147 dt. 01.06.2006	Khora Bisal	Amer	Jaipur	Rajasthan	21.03.2007
		Shubhramपुरा	Amer	Jaipur	Rajasthan	21.03.2007
		Benadmaidaulatपुरा	Amer	Jaipur	Rajasthan	21.03.2007
		Nangal Siras	Amer	Jaipur	Rajasthan	21.03.2007
		Neendad	Amer	Jaipur	Rajasthan	21.03.2007
		Rajawas	Amer	Jaipur	Rajasthan	21.03.2007
		Nangal Panditपुरा	Amer	Jaipur	Rajasthan	21.03.2007
		Chawa Ka Bas	Amer	Jaipur	Rajasthan	21.03.2007
		Chetawala	Amer	Jaipur	Rajasthan	21.03.2007
		Badanपुरा	Amer	Jaipur	Rajasthan	21.03.2007
		Khorashyamdas	Amer	Jaipur	Rajasthan	21.03.2007
		Degdas	Amer	Jaipur	Rajasthan	21.03.2007
		Chonp	Amer	Jaipur	Rajasthan	21.03.2007
		Isharawala	Amer	Jaipur	Rajasthan	21.03.2007
		Bilonchi	Amer	Jaipur	Rajasthan	21.03.2007
		Shrigovindपुरा	Amer	Jaipur	Rajasthan	21.03.2007
		Ghatwada	Amer	Jaipur	Rajasthan	21.03.2007
		Manपुरा Macheri	Amer	Jaipur	Rajasthan	21.03.2007
		Puthka bas urf Chawa	Amer	Jaipur	Rajasthan	21.03.2007
		Ka Bas	Amer	Jaipur	Rajasthan	21.03.2007
		Beelpura	Amer	Jaipur	Rajasthan	21.03.2007
		Sundarpura	Amer	Jaipur	Rajasthan	21.03.2007
		Lamyamewal	Amer	Jaipur	Rajasthan	21.03.2007
		Dev Ka Harmada	Amer	Jaipur	Rajasthan	21.03.2007
		Lakher	Amer	Jaipur	Rajasthan	21.03.2007
		Chak Manoharpura	Amer	Jaipur	Rajasthan	21.03.2007
12	3408 dt. 23.09.2005 & 1060 dt. 16.03.2006	Himmatपुरा	Jaipur	Jaipur	Rajasthan	21.03.2007
		Mundiya Purohitan	Jaipur	Jaipur	Rajasthan	21.03.2007
		Mundiya Ramsar	Jaipur	Jaipur	Rajasthan	21.03.2007
		Sitapura	Jaipur	Jaipur	Rajasthan	21.03.2007
		Jaisinghpura Kakdoda	Jaipur	Jaipur	Rajasthan	21.03.2007
		Kishorpura Kakdoda	Jaipur	Jaipur	Rajasthan	21.03.2007
		Nari Ka Bas	Jaipur	Jaipur	Rajasthan	21.03.2007
		Sarnachoud	Jaipur	Jaipur	Rajasthan	21.03.2007
		Bhudharpura	Jaipur	Jaipur	Rajasthan	21.03.2007
		Lalchandपुरा	Jaipur	Jaipur	Rajasthan	21.03.2007
		Bawadi	Jaipur	Jaipur	Rajasthan	21.03.2007
		Chakmojya	Jaipur	Jaipur	Rajasthan	21.03.2007
		Siriwar	Jaipur	Jaipur	Rajasthan	21.03.2007
		Chakbasadi	Jaipur	Jaipur	Rajasthan	21.03.2007
		Mansaramपुरा	Jaipur	Jaipur	Rajasthan	21.03.2007
		Manchwa	Jaipur	Jaipur	Rajasthan	21.03.2007
		Pindolai	Jaipur	Jaipur	Rajasthan	21.03.2007
		Sabrampura	Jaipur	Jaipur	Rajasthan	21.03.2007

Sr. No.	S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
13	3315 dt. 13.09.2005, 863 dt. 02.03.2006 & 2399 dt. 19.06.2006	Shivpuri Todi Udawala Nithara Letkabas Lakhani Kant Dewan Madho Ka Bas Kalvanpura	Shahpura Shahpura Shahpura Shahpura Shahpura Shahpura Shahpura Shahpura Shahpura Shahpura	Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur	Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan	21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007
14	2245 dt. 23.06.2005 & 4205 dt. 09.11.2005	Surpura Bagawas Chorasi Dhani Jogyan Chatarpura Dhobiawala Bhabroo Luhakanakalan Luhakanakhurd Dhoolkot Surajpura Bahadurpura Jaisinghpura	Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar Viratnagar	Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur Jaipur	Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan	21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007
15	2408 dt. 01.07.2005, 264 dt. 17.01.2006 & 2712 dt. 12.07.2006	Theekariya Tulsipura Tordabrahman Badnagar Bhankari Manda Rajnota Daduka Basai Nangal Panditpura Buchaheda Balawas Badawas Basadi Khedki Molaheda Shekhupur Beejaheda Paniyala Morda	Kotputali Kotputali	Jaipur Jaipur	Rajasthan Rajasthan	21.03.2007 21.03.2007
16	2410 dt. 01.07.2005, 265 dt. 19.01.2006 & 1362 dt. 05.04.2006	Jainpurbas Pahari Mausampur Mohammadpur Sarvilandpura Gujarwas	Behror Behror Behror Behror Behror Behror	Alwar Alwar Alwar Alwar Alwar Alwar	Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan Rajasthan	21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007 21.03.2007

Sr. No.	S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
		Shahjahanpur Nangliya	Behror	Alwar	Rajasthan	21.03.2007
		Bardod	Behror	Alwar	Rajasthan	21.03.2007
		Bantkhani	Behror	Alwar	Rajasthan	21.03.2007
		Kolila Rabad	Behror	Alwar	Rajasthan	21.03.2007
		Kolila Joga	Behror	Alwar	Rajasthan	21.03.2007
		Majarakat	Behror	Alwar	Rajasthan	21.03.2007
		Kali Pahari	Behror	Alwar	Rajasthan	21.03.2007
		Janaksinghpura	Behror	Alwar	Rajasthan	21.03.2007
		Fauladpur	Behror	Alwar	Rajasthan	21.03.2007
		Shahjahanpur	Behror	Alwar	Rajasthan	21.03.2007
		Jonaecha Khurd	Behror	Alwar	Rajasthan	21.03.2007
		Googalkota	Behror	Alwar	Rajasthan	21.03.2007
		Kankar	Behror	Alwar	Rajasthan	21.03.2007

[F. No. R-31015/2/2007-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 4 जुलाई, 2007

का.आ. 1940.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 282 दिनांक 31 जनवरी 2007 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, जिला—पटियाला, तहसील—नाभा, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 17 मार्च से 30 मार्च 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी वित्तीय मामलों से मुक्त होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : नाभा

जिला : पटियाला

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल			
				हेक्टेयर	एयर	वर्गमीटर	
1	2	3	4	5	6	7	
रामगढ़	195	14	11	00	01	52	
			20	00	00	25	
			15	16	00	11	13
			25	00	11	13	
			17	5/1/1	00	00	76
			5/1/2	00	00	51	
			5/1/2/1	00	05	82	
			5/1/2/2	00	01	01	
			6/1	00	11	13	
			15/2/1	00	05	56	
			15/2/2	00	05	56	
			16/1	00	02	02	
			16/2/1	00	08	60	
			16/2/2	00	00	51	
			24	00	01	01	
			25/1	00	10	12	
			25/2	00	00	25	
		30	4	00	06	07	
			5/1	00	05	06	
			6	00	00	51	
			7	00	11	37	
			14/1	00	05	31	
			14/2	00	05	82	
			17/1	00	05	82	
			17/2/1	00	02	78	
			17/2/2	00	01	77	
			24/1	00	11	13	
		34	4/1/1	00	11	13	
			4/1/2	00	00	25	
			7	00	09	61	
			8/1	00	00	25	
			8/2	00	01	77	
			13/1	00	02	28	
			13/2	00	05	31	
			14	00	03	54	
			17/1	00	00	25	
			18	00	11	13	
			23/1	00	11	38	

1	2	3	4	5	6	7
रामगढ़	195	44	3/1/1	00	01	52
			3/1/2	00	02	53
			3/2/1	00	00	51
			3/2/2	00	06	07
			7/2	00	01	01
			8/1	00	06	32
			8/2	00	02	02
			8/3	00	01	52
			13/2	00	03	04
			14/1	00	08	09
			17/2/1	00	08	35
			17/2/2	00	07	59
			18	00	00	25
			24	00	04	05
		50	4	00	11	13
			7	00	11	13
			14/1	00	04	81
			14/2	00	00	51
			14/3	00	05	56
			15/1	00	00	25
			15/2	00	00	25
			16/1	00	00	51
			16/2	00	05	06
			17	00	05	56
			24	00	00	76
			25	00	10	62
		56	21	00	00	25
		57	5/1	00	00	51
			5/2	00	10	12
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25	00	10	62
		64	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	11	13
			25	00	11	13
		65	1	00	00	25
		69	5	00	11	13
			6/1	00	01	52
			6/2	00	09	61

1	2	3	4	5	6	7
रामगढ़	195	-	100	00	00	76
			115/2	00	01	01
			119/2	00	00	51
			120/3	00	00	51
			122	00	00	51
			123	00	01	01
बौरा कला	202		1	00	05	48
			4	00	01	26
			5	00	14	75
			10	00	00	42
			11	00	17	28
			20	00	05	90
			21	00	05	06
			233	00	08	85
			235	00	12	22
			236	00	10	54
			238	00	09	27
			239	00	09	69
			291	00	01	69
			1616/301	00	00	84
			302	00	13	91
			303	00	01	69
			304	00	26	55
			1619/305	00	00	42
			310	00	14	75
			312	00	10	54
			313	00	02	53
			380	00	08	01
			1389/381	00	01	26
			1390/381	00	14	75
			383/1	00	13	91
			387	00	13	91
			388	00	13	91
			391	00	03	79
			392	00	00	42
			1626/393	00	01	69
			1083	00	07	59
			1084/1	00	11	38
			1085	00	00	84
			1255/1090	00	01	69
			1091	00	06	74
			1092	00	12	65

1	2	3	4	5	6	7
बौरा कला	202		1105	00	01	26
			1223/1109	00	13	07
			1113	00	13	91
			1576/1114	00	10	96
			1115	00	05	90
			1124	00	00	42
			1131	00	13	91
			1132	00	13	91
			1135	00	10	96
			1138	00	02	95
बीर बौरा	203	67	1	00	07	33
			2	00	03	54
			8	00	06	83
			9	00	11	63
			10	00	00	25
			13	00	08	35
			14	00	10	12
			17	00	04	55
बौरा खुर्द	201	14	21	00	02	28
			1	00	04	05
		16	2	00	05	82
			8	00	01	26
			9	00	13	41
			12	00	00	51
			13	00	13	41
			17	00	06	83
			18	00	07	08
			24	00	12	39
			25/2	00	01	26
		31	4	00	00	51
			5	00	10	37
		32	6/2	00	03	04
			1/2	00	00	25
			53	00	03	04
ककराला	2	4	25/1	00	00	25
			25/2	00	00	51
		5	11	00	03	04
			20	00	11	38
			21	00	10	62
		9	1/1	00	02	28
			21	00	00	25
		10	5/1	00	02	02
			5/2	00	06	07

1	2	3	4	5	6	7
ककरला	2	10	6/1	00	05	31
			6/2	00	00	25
			15	00	11	13
			16	00	11	13
			25	00	11	13
		16	5	00	09	61
			6/1	00	07	84
			6/2	00	00	76
			15	00	05	56
			16	00	03	04
			25	00	01	52
		19	1	00	01	52
			10	00	03	04
			11	00	05	56
			20	00	08	09
			21/2	00	09	61
		25	1	00	02	28
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		26	5	00	06	58
		38	1	00	11	13
			10	00	11	13
			11	00	11	38
			19	00	00	25
			20	00	11	38
			21	00	04	55
			22	00	06	58
		47	1	00	00	25
			2	00	11	38
			9	00	11	38
			12/1	00	06	07
			12/2	00	04	81
			13	00	00	76
			18	00	08	09
			19	00	03	04
			22	00	03	29
			23	00	06	67
			26	00	00	25
		62	3	00	10	88
			7	00	00	25
			8	00	11	13

1	2	3	4	5	6	7
ककराला	2	62	13	00	05	06
			14	00	06	07
			17	00	11	38
			18	00	00	25
			24/1	00	05	56
			24/2	00	05	82
		73	4	00	11	38
			5	00	00	25
			6	00	07	84
			7	00	03	54
			15	00	11	13
			16	00	11	38
			25	00	11	13
		88	5	00	11	38
			6/1	00	01	26
			6/2	00	02	28
			15	00	03	29
		89	10	00	06	58
			20	00	05	31
			21	00	11	13
		98	1	00	11	38
			9/2	00	00	76
			10	00	11	13
			11/1	00	01	77
			11/2/1	00	00	51
			11/2/2	00	00	25
			12/1	00	01	77
			12/2/1	00	00	25
			12/2/2	00	07	33
			19	00	11	63
			22	00	08	60
			23/1	00	02	53
			23/2	00	00	25
		111	2/2	00	00	51
			3	00	11	38
			8	00	11	63
			13	00	06	58
			14	00	04	81
			17	00	11	63
			18	00	00	25
			24	00	11	63
			25	00	00	25
		119	11	00	01	77

1	2	3	4	5	6	7
ककराला	2	119	20	00	11	13
			21	00	10	12
			4/2	00	03	29
			5	00	08	35
			6	00	11	63
			15	00	10	12
			16	00	00	76
			149	00	01	52
			164	00	02	78
			357	00	02	28
			372	00	00	51
			427	00	01	26
कुलारा	214	7	12	00	00	25
			18	00	00	25
			19	00	11	13
			22	00	05	56
			23/2	00	04	05
			26	00	01	77
		14	1	00	00	25
			2/1	00	03	04
			2/2	00	06	83
			9/1	00	00	25
			9/2	00	05	06
			10	00	06	07
			11	00	07	84
			12	00	00	25
			143/2/1	00	01	26
धीगी	215	47	11	00	00	25
			12	00	06	07
			20	00	11	13
			21	00	03	81
		49	1/1	00	10	62
			2	00	00	51
			10/1	00	10	37
			10/2	00	00	51
			11	00	11	89
			20	00	01	52
		50	15	00	00	51
			16	00	11	38
			24	00	00	25
			25/1	00	06	32
			25/2	00	05	31
		64	4	00	09	36

1	2	3	4	5	6	7
धींगी	215	64	5	00	03	29
			7	00	12	39
			13	00	04	05
			14	00	06	83
			18/1	00	08	09
			18/2	00	02	02
			22	00	03	29
			23/1	00	07	08
			23/2	00	00	76
		69	2	00	08	85
			9	00	10	37
			10	00	02	53
			11	00	12	14
			12	00	00	25
			20	00	11	63
			21	00	01	26
		70	16/1	00	00	51
			25/1/1	00	10	88
			25/1/2	00	00	76
			25/2	00	00	25
		83	4	00	00	25
			5/1	00	03	54
			5/2/1	00	08	60
			5/2/2	00	00	25
			6/1/2	00	00	25
			6/2	00	03	29
			7	00	07	84
			14	00	12	65
			17/2	00	08	09
			18	00	03	29
			23	00	11	89
			24/1	00	00	25
			24/2	00	00	25
		92	3	00	12	14
			8	00	10	88
			9	00	01	01
			12	00	08	35
			13	00	02	02
			164	00	00	51
			182	00	01	01
			183	00	00	25
पहाड़पुर	155		11	00	00	42
			13/2	00	14	33

1	2	3	4	5	6	7
पहाड़पुर	155		14/1	00	15	17
			14/2	00	05	06
			26	00	01	26
			27	00	12	22
			28	00	02	53
			29	00	13	07
			92/2/1	00	04	64
			92/2/2	00	05	48
			94	00	02	11
			95/1/2	00	12	65
			96	00	01	69
			97	00	12	65
			98	00	13	91
			101	00	12	22
			102	00	00	42
			142	00	00	84
			143	00	15	60
			145	00	06	74
			146/1	00	09	69
			149	00	16	44
			150	00	04	22
			225	00	00	84
			234	00	00	84
			235	00	22	76
			241	00	01	69
			242	00	09	27
			243	00	00	42
			244/2	00	16	44
			245/2	00	02	95
			245/3	00	01	26
			246	00	08	43
			247/1	00	05	48
			250/2	00	01	26
			251	00	00	84
			252	00	09	27
			335	00	13	91
			345	00	14	33
			346	00	14	33
			348	00	00	42
			349	00	07	59
			349/1	00	05	90
			352	00	01	26
			380	00	02	95

1	2	3	4	5	6	7
पहाड़पुर	155		381	00	11	38
			382	00	14	33
			392/1	00	02	95
			393	00	11	38
			394	00	14	33
			395	00	13	49
			396	00	00	84
			397	00	14	33
			407/1	00	00	42
			408	00	14	33
			409	00	00	42
			410	00	13	49
			410/1	00	00	84
			419	00	13	07
			420	00	01	26
			421	00	00	84
			422	00	12	22
			423	00	00	84
			431	00	14	33
			432	00	08	85
			433	00	04	64
			464/2	00	00	84
			466	00	00	42
			1233	00	13	07
			1234	00	13	91
			1236	00	11	80
			1237/2	00	01	26
कौल	213	10	9	00	00	25
			12	00	00	76
कभेली	212	8	3	00	00	51
			8/2	00	07	08
			3	00	01	26
			9	00	09	36
			12	00	11	13
		17	19	00	11	13
			22	00	11	13
			2	00	11	13
			9	00	11	13
			12/1	00	11	13
		19	19/1	00	01	26
			19/2	00	01	84
			21/3	00	00	51
			22/1	00		30

1	2	3	4	5	6	7
कमेती	212	19	22/2	00	06	83
		25	1/2	00	03	04
			2	00	08	09
			9/2	00	05	31
			10/1	00	05	31
			11	00	08	09
			12	00	01	01
			19/1	00	01	26
			19/2	00	00	25
			20/2	00	07	59
			21/2	00	07	08
			22	00	02	02
		28	1/2/2	00	06	07
			2	00	05	06
			9	00	05	56
			10/1	00	05	56
			11/2	00	01	52
		-	42	00	01	52
			43	00	08	09
गुरदीतपुरा	147	62	12	00	12	65
			19	00	11	13
			22	00	10	12
		63	2	00	01	01
		-	103	00	16	69
उध	211	5	4	00	00	25
			7/1	00	08	85
			7/2	00	02	02
			14	00	11	13
			17/1	00	05	56
			17/2	00	05	56
			24	00	11	13
		9	4	00	10	62
			7	00	11	13
			13	00	00	25
			14	00	11	13
			17	00	10	12
			18	00	01	01
			23	00	03	54
			24	00	07	59
		13	3/1	00	03	29
			3/2	00	01	77
			4/1	00	04	05
			7/1	00	02	02

1	2	3	4	5	6	7
सधा	211	18	7/2	00	00	25
			8/1	00	01	77
			8/2	00	06	07
			13/1	00	04	05
			13/2	00	03	81
			14/1	00	00	25
			18/1/1	00	02	02
			18/1/2	00	02	02
			18/2	00	07	08
			23/1	00	10	62
			23/2	00	00	51
		21	3	00	11	13
			8	00	11	13
			13/1	00	10	12
			13/2	00	01	01
			18/2	00	11	13
			23/1	00	00	51
			23/2	00	10	62
		26	3	00	10	62
			8	00	11	13
			12	00	00	51
			13/1	00	10	62
			18/1	00	01	26
			18/2	00	04	55
			19/1	00	00	51
			19/2	00	01	01
			22/2/1	00	07	59
			22/2/2	00	00	25
			23	00	04	55
		29	2	00	09	61
			3	00	01	52
			9	00	02	02
			30	00	02	53
			51	00	00	51
			52	00	00	51
			65/3	00	00	51
बाबरपुर	107		410	00	05	06
			1331/413	00	13	91
			1463/414	00	13	49
			415	00	13	49
			455	00	01	26
			518	00	12	65

1	2	3	4	5	6	7
बाबरपुर	107		1349/519	00	03	37
			1350/519	00	10	96
			523	00	08	43
			539	00	13	49
			539/1	00	04	22
			542	00	08	43
			544	00	04	64
			545	00	00	42
			552	00	01	69
			553	00	12	22
			556	00	00	84
			579	00	03	37
			580	00	04	64
			585	00	05	90
			586	00	07	17
			591	00	08	43
			592	00	04	22
			599	00	06	32
			600	00	08	01
			607	00	08	85
			608	00	10	54
			627	00	01	26
			675	00	00	84
			676	00	00	42
			679	00	13	49
			680	00	13	49
			681	00	13	49
			682	00	11	80
			692	00	13	49
			1083/693	00	06	74
			1084/693	00	06	74
			694	00	13	49
			1183/731	00	12	65
			1184/731	00	00	84
			752	00	00	84
			1189/772	00	13	49
			1190/772	00	03	37
			1195/775	00	08	43
			1196/775	00	01	26
			776	00	13	91
			1197/777	00	00	42
			1198/777	00	13	49
			792	00	06	32

1	2	3	4	5	6	7		
बाबरपुर	107		-793	00	13	91		
			794	00	91	26		
			798	00	05	90		
			1204/799	00	06	74		
टोडरवाल	106		383	00	14	75		
			388	00	18	10		
			389	00	13	91		
बिशनगढ़	103		224/2	00	01	26		
			225	00	13	49		
			226	00	10	54		
			229	00	13	91		
			230	00	13	91		
			234	00	06	74		
			235	00	05	06		
			256	00	04	64		
			257	00	01	26		
			258	00	10	96		
			259	00	13	91		
			269	00	13	91		
			269/1	00	00	42		
			270	00	11	80		
			278	00	02	95		
			321	00	04	22		
			330/1-2	00	11	80		
			330/2	00	00	42		
			331/2	00	16	44		
			336	00	01	26		
			339	00	12	22		
			340	00	13	91		
			894/343	00	01	26		
			895/343	00	12	65		
			849/344	00	03	37		
			850/344	00	00	42		
			851/345	00	03	37		
			896/852/345	00	00	84		
			897/852/345	00	13	07		
			347	00	01	26		
			746/349	00	00	42		
					350	00	20	23
					351	00	13	91
					734/354	00	01	26
			735/354	00	10	54		

1	2	3	4	5	6	7
बिशनगढ़	103		355	00	01	26
			418/1	00	02	53
			419/1	00	11	38
			419/2	00	01	26
			420	00	11	80
			428	00	02	11
			431	00	12	22
			432	00	01	69
			433	00	13	91
			440	00	03	79
			442	00	19	39
			443	00	10	54
			444	00	00	84
			445	00	13	07
			446	00	13	91
उदशाला उदरा	102		210	00	13	91
			211	00	13	91
			214	00	13	91
			215	00	13	91
			219	00	17	70
			269	00	13	07
			270	00	14	33
			271	00	00	42
			275	00	00	84
रणजीतगढ़	99		573/324.1	00	02	53
			336	00	00	42
			337	00	13	49
			338	00	15	17
			339	00	13	91
			340	00	10	98
			345/1	00	02	11
			346/1	00	14	75
			347/1	00	55	90
			347/2	00	07	17
			348	00	02	11
			371	00	19	39
			470	00	08	74
मोहलगावा	98		93	00	10	54
			94	00	10	54
			95	00	02	95
			96	00	13	91
			97	00	00	42
			482/99	00	00	84

1	2	3	4	5	6	7
सोहलगवारा	98		483/99	00	11	38
			485/100	00	00	42
			223	00	01	69
			249	00	13	07
			258	00	18	55
			259	00	18	55
			263	00	08	43
			264	00	05	90
			264/1	00	07	59
			265	00	05	06
			266	00	01	69
			293	00	13	91
			294	00	15	60
			295	00	03	37
			298	00	13	07
			337	00	01	69
			349	00	08	43
			356	00	03	27
			359	00	12	65
			360	00	01	26
			563-564/361/1	00	02	95
			563-564/361/2	00	12	22
			362	00	07	59
			363	00	03	37
			367	00	01	26
			368	00	07	17
			369	00	00	42
			588/370	00	09	27
			372	00	03	79
			373	00	21	08
महलिया कला	95		583/3	00	14	75
			553/4	00	00	84
			5	00	13	91
			657/6/2	00	02	95
			7	00	01	69
			556/6	00	13	91
			8	00	00	42
			10	00	05	90
			11	00	00	42
			36/1	00	00	42
			35/2	00	00	42
			37	00	11	38
			41	00	07	59

1	2	3	4	5	6	7
पहलियां कला	95		42	00	07	59
			367/1	00	01	26
			369	00	10	96
			660/370	00	00	84
			389	00	13	91
			391	00	19	81
			798/394	00	19	81
			400/1	00	00	42
			400/2	00	16	02
			404	00	14	75
			408	00	00	42
			679/410	00	07	17
			680/410	00	00	42
			681/410	00	06	74
			411	00	00	42
			415/1	00	07	17
			415/2	00	07	59
			417	00	00	42
			418	00	10	12
			570/419	00	04	64
			572/420	00	14	75
बुग्गा खुर्द	94	5	18	00	03	29
			22	00	02	02
			23	00	09	11
		7	2	00	02	02
			3	00	09	11
			8/1	00	05	31
			8/2/1	00	02	02
			8/2/2	00	01	77
			9/1	00	01	52
			9/2	00	00	51
			12/1	00	00	51
			12/2	00	01	52
			13/1	00	04	05
			13/2	00	05	06
			18/2	00	08	09
			19	00	03	04
			22	00	03	04
			23	00	08	09
		14	2	00	03	54
			3	00	07	59
			8	00	07	08
			9	00	04	05

1	2	3	4	5	6	7
बुग्गा खुर्द	94	14	12	00	04	05
			13	00	07	08
			18/2	00	06	58
			19	00	00	76
			22	00	06	58
			23/1	00	07	08
	19		2/2	00	04	55
			3/1	00	00	76
			3/2	00	05	31
			8	00	06	07
			9/1	00	05	06
			12/2	00	05	06
			13	00	06	07
			18	00	05	56
			22	00	06	07
			19/1	00	05	56
			23	00	05	06
	26		2	00	06	07
			3	00	05	06
			8	00	08	09
			9	00	03	04
			13	00	11	38
			18	00	11	38
			23	00	10	12
			24	00	01	52
	32		3	00	01	77
			4	00	09	11
			7	00	11	38
			14/1	00	03	04
			14/2	00	08	60
			16	00	02	53
			17/2	00	06	32
			48	00	01	26
			161/1	00	00	51

[फा. सं. आर-25011/13/2006-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 4th July, 2007

S. O. 1940.—Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 282, dated 31st January 2007, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Nabha, District Patiala (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public between 17th March 2007 to 30th March 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE**Tehsil: Nabha****District: Patiala****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Ramgarh	195	14	11	00	01	52
			20	00	00	25
			15	00	11	13
			25	00	11	13
		17	5/1/1	00	00	76
			5/1/2	00	00	51
			5/1/2/1	00	05	82
			5/1/2/2	00	01	01
			6/1	00	11	13
			15/2/1	00	05	56
			15/2/2	00	05	56
			16/1	00	02	02
			16/2/1	00	08	60
			16/2/2	00	00	51
			24	00	01	01
		30	25/1	00	10	12
			25/2	00	00	25
			4	00	06	07
			5/1	00	05	06
			6	00	00	51
			7	00	10	37
			14/1	00	05	31
			14/2	00	05	82
			17/1	00	05	82
			17/2/1	00	02	78
			17/2/2	00	01	77
		34	24/1	00	11	13
			4/1/1	00	11	13
			4/1/2	00	00	25
			7	00	09	61
			8/1	00	00	25
			8/2	00	01	77
			13/1	00	02	28
			13/2	00	05	31
			14	00	03	54
			17/1	00	00	25
			18	00	11	13
			23/1	00	11	38

1	2	3	4	5	6	7
Ramgarh	195	44	3/1/1	00	01	52
			3/1/2	00	02	53
			3/2/1	00	00	51
			3/2/2	00	06	07
			7/2	00	01	01
			8/1	00	06	32
			8/2	00	02	02
			8/3	00	01	52
			13/2	00	03	04
			14/1	00	08	09
			17/2/1	00	08	35
			17/2/2	00	07	59
			18	00	00	25
			24	00	04	05
		50	4	00	11	13
			7	00	11	13
			14/1	00	04	81
			14/2	00	00	51
			14/3	00	05	56
			15/1	00	00	25
			15/2	00	00	25
			16/1	00	00	51
			16/2	00	05	06
			17	00	05	56
			24	00	00	76
			25	00	10	62
	56		21	00	00	25
			57	5/1	00	00
	5/2			00	10	12
	6			00	11	13
	15			00	11	13
	16			00	11	13
	64		25	00	10	62
		5	00	11	13	
		6	00	11	13	
		15	00	11	13	
		16	00	11	13	
		25	00	11	13	
		65	1	00	00	25
			69	5	00	11
		6/1		00	01	52
	6/2	00		09	61	

1	2	3	4	5	6	7
Ramgarh	195	-	100	00	00	76
			115/2	00	01	01
			119/2	00	00	51
			120/3	00	00	51
			122	00	00	51
			123	00	01	01
Bauran Kalan	202		1	00	05	48
			4	00	01	26
			5	00	14	75
			10	00	00	42
			11	00	17	28
			20	00	05	90
			21	00	05	06
			233	00	08	85
			235	00	12	22
			236	00	10	54
			238	00	09	27
			239	00	09	69
			291	00	01	69
			1616/301	00	00	84
			302	00	13	91
			303	00	01	69
			304	00	26	55
			1619/305	00	00	42
			310	00	14	75
			312	00	10	54
			313	00	02	53
			380	00	08	01
			1389/381	00	01	26
			1390/381	00	14	75
			383/1	00	13	91
			387	00	13	91
			388	00	13	91
			391	00	03	79
			392	00	00	42
			1626/393	00	01	69
			1083	00	07	59
			1084/1	00	11	38
			1085	00	00	84
			1255/1090	00	01	69
			1091	00	06	74
			1092	00	12	65

1	2	3	4	5	6	7
Bauran Kalan	202		1105	00	01	26
			1223/1109	00	13	07
			1113	00	13	91
			1576/1114	00	10	96
			1115	00	05	90
			1124	00	00	42
			1131	00	13	91
			1132	00	13	91
			1135	00	10	96
			1138	00	02	95
Bir Bauran	203	67	1	00	07	33
			2	00	03	54
			8	00	06	83
			9	00	11	63
			10	00	00	25
			13	00	08	35
			14	00	10	12
			17	00	04	55
Bauran Khurd	201	14	21	00	02	28
			1	00	04	05
		16	2	00	05	82
			8	00	01	26
			9	00	13	41
			12	00	00	51
			13	00	13	41
			17	00	06	83
			18	00	07	08
			24	00	12	39
			25/2	00	01	26
		31	4	00	00	51
			5	00	10	37
			6/2	00	03	04
		32	1/2	00	00	25
			53	00	03	04
		-				
Kakraia	2	4	25/1	00	00	25
			25/2	00	00	51
		5	11	00	03	04
			20	00	11	38
			21	00	10	62
		9	1/1	00	02	28
			21	00	00	25
		10	5/1	00	02	02
			5/2	00	06	07

1	2	3	4	5	6	7
Kakrala	2	10	6/1	00	05	31
			6/2	00	00	25
			15	00	11	13
			16	00	11	13
			25	00	11	13
		18	5	00	09	61
			6/1	00	07	84
			6/2	00	00	76
			15	00	05	56
			16	00	03	04
			25	00	01	52
		19	1	00	01	52
			10	00	03	04
			11	00	05	56
			20	00	08	09
			21/2	00	09	61
		25	1	00	02	28
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		26	5	00	06	58
		38	1	00	11	13
			10	00	11	13
			11	00	11	38
			19	00	00	25
			20	00	11	38
			21	00	04	55
			22	00	06	58
		47	1	00	00	25
			2	00	11	38
			9	00	11	38
			12/1	00	06	07
			12/2	00	04	81
			13	00	00	76
			18	00	08	09
			19	00	03	04
			22	00	03	29
			23	00	06	07
			26	00	00	25
		62	3	00	10	88
			7	00	00	25
			8	00	11	13

1	2	3	4	5	6	7
Kakrala	2	62	13	00	05	06
			14	00	06	07
			17	00	11	38
			18	00	00	25
			24/1	00	05	56
			24/2	00	05	82
		73	4	00	11	38
			5	00	00	25
			6	00	07	84
			7	00	03	54
			15	00	11	13
			16	00	11	38
			25	00	11	13
		88	5	00	11	38
			6/1	00	01	26
			6/2	00	02	28
			15	00	03	29
		89	10	00	06	58
			20	00	05	31
			21	00	11	13
		98	1	00	11	38
			9/2	00	00	76
			10	00	11	13
			11/1	00	01	77
			11/2/1	00	00	51
			11/2/2	00	00	25
			12/1	00	01	77
			12/2/1	00	00	25
			12/2/2	00	07	33
			19	00	11	63
			22	00	08	60
			23/1	00	02	53
			23/2	00	00	25
		111	2/2	00	00	51
			3	00	11	38
			8	00	11	63
			13	00	06	58
			14	00	04	81
			17	00	11	63
			18	00	00	25
			24	00	11	63
			25	00	00	25
		119	11	00	01	77

1	2	3	4	5	6	7
Kakrala	2	119	20	00	11	13
			21	00	10	12
			4/2	00	03	29
		120	5	00	08	35
			6	00	11	63
			15	00	10	12
			16	00	00	76
			149	00	01	52
			164	00	02	78
			357	00	02	28
			372	00	00	51
			427	00	01	26
Kularan	214	7	12	00	00	25
			18	00	00	25
			19	00	11	13
			22	00	05	56
			23/2	00	04	05
			26	00	01	77
		14	1	00	00	25
			2/1	00	03	04
			2/2	00	06	83
			9/1	00	00	25
			9/2	00	05	06
			10	00	06	07
			11	00	07	84
			12	00	00	25
		-	143/2/1	00	01	26
Dhingi	215	47	11	00	00	25
			12	00	06	07
			20	00	11	13
			21	00	03	81
			1/1	00	10	62
			2	00	00	51
			10/1	00	10	37
			10/2	00	00	51
			11	00	11	89
			20	00	01	52
		50	15	00	00	51
			16	00	11	38
			24	00	00	25
			25/1	00	06	32
			25/2	00	05	31
		64	4	00	09	36

1	2	3	4	5	6	7
Dhingi	215	64	5	00	03	29
			7	00	12	39
			13	00	04	05
			14	00	06	83
			18/1	00	08	09
			18/2	00	02	02
			22	00	03	29
			23/1	00	07	08
			23/2	00	00	76
		69	2	00	08	85
			9	00	10	37
			10	00	02	53
			11	00	12	14
			12	00	00	25
			20	00	11	63
			21	00	01	26
		70	16/1	00	00	51
			25/1/1	00	10	88
			25/1/2	00	00	76
			25/2	00	00	25
		83	4	00	00	25
			5/1	00	03	54
			5/2/1	00	08	60
			5/2/2	00	00	25
			6/1/2	00	00	25
			6/2	00	03	29
			7	00	07	84
			14	00	12	65
			17/2	00	08	09
			18	00	03	29
		92	23	00	11	89
			24/1	00	00	25
			24/2	00	00	25
			3	00	12	14
			8	00	10	88
			9	00	01	01
			12	00	08	35
			13	00	02	02
			164	00	00	51
			182	00	01	01
			183	00	00	25
Paharpur	155		11	00	00	42
			13/2	00	14	33

1	2	3	4	5	6	7
Paharpur	155		14/1	00	15	17
			14/2	00	05	06
			26	00	01	26
			27	00	12	22
			28	00	02	53
			29	00	13	07
			92/2/1	00	04	64
			92/2/2	00	05	48
			94	00	02	11
			95/1/2	00	12	65
			96	00	01	69
			97	00	12	65
			98	00	13	91
			101	00	12	22
			102	00	00	42
			142	00	00	84
			143	00	15	60
			145	00	06	74
			146/1	00	09	69
			149	00	16	44
			150	00	04	22
			225	00	00	84
			234	00	00	84
			235	00	22	76
			241	00	01	69
			242	00	09	27
			243	00	00	42
			244/2	00	16	44
			245/2	00	02	95
			245/3	00	01	26
			246	00	08	43
			247/1	00	05	48
			250/2	00	01	26
			251	00	00	84
			252	00	09	27
			335	00	13	91
			345	00	14	33
			346	00	14	33
			348	00	00	42
			349	00	07	59
			349/1	00	05	90
			352	00	01	26
			380	00	02	95

1	2	3	4	5	6	7
Paharpur	155		381	00	11	38
			382	00	14	33
			392/1	00	02	95
			393	00	11	38
			394	00	14	33
			395	00	13	49
			396	00	00	84
			397	00	14	33
			407/1	00	00	42
			408	00	14	33
			409	00	00	42
			410	00	13	49
			410/1	00	00	84
			419	00	13	07
			420	00	01	26
			421	00	00	84
			422	00	12	22
			423	00	00	84
			431	00	14	33
			432	00	08	85
			433	00	04	64
			464/2	00	00	84
			466	00	00	42
			1233	00	13	07
			1234	00	13	91
			1236	00	11	80
			1237/2	00	01	26
Kaul	213	10	9	00	00	25
			12	00	00	76
Kameji	212	8	3	00	00	51
			8/2	00	07	08
			3	00	01	26
			9	00	09	36
			12	00	11	13
		17	19	00	11	13
			22	00	11	13
			2	00	11	13
			9	00	11	13
			12/1	00	11	13
		19	19/1	00	01	26
			19/2	00	07	84
			21/3	00	00	51
			22/1	00	04	30

1	2	3	4	5	6	7
Kameli	212	19	22/2	00	06	83
		25	1/2	00	03	04
			2	00	08	09
			9/2	00	05	31
			10/1	00	05	31
			11	00	08	09
			12	00	01	01
			19/1	00	01	26
			19/2	00	00	25
			20/2	00	07	59
	28		21/2	00	07	08
			22	00	02	02
			1/2/2	00	06	07
			2	00	05	06
			9	00	05	56
			10/1	00	05	56
			11/2	00	01	52
		-	42	00	01	52
			43	00	08	09
Gurditpura	147	62	12	00	12	65
			19	00	11	13
			22	00	10	12
		63	2	00	01	01
		-	103	00	16	69
Udha	211	5	4	00	00	25
			7/1	00	08	85
			7/2	00	02	02
			14	00	11	13
			17/1	00	05	56
			17/2	00	05	56
			24	00	11	13
		9	4	00	10	62
			7	00	11	13
			13	00	00	25
			14	00	11	13
			17	00	10	12
			18	00	01	01
			23	00	03	54
			24	00	07	59
		18	3/1	00	03	29
			3/2	00	01	77
			4/1	00	04	05
			7/1	00	02	02

1	2	3	4	5	6	7
Udha	211	18	7/2	00	00	25
			8/1	00	01	77
			8/2	00	06	07
			13/1	00	04	05
			13/2	00	03	81
			14/1	00	00	25
			18/1/1	00	02	02
			18/1/2	00	02	02
			18/2	00	07	08
			23/1	00	10	62
			23/2	00	00	51
		21	3	00	11	13
			8	00	11	13
			13/1	00	10	12
			13/2	00	01	01
			18/2	00	11	13
			23/1	00	00	51
			23/2	00	10	62
		26	3	00	10	62
			8	00	11	13
			12	00	00	51
			13/1	00	10	62
			18/1	00	01	26
			18/2	00	04	55
			19/1	00	00	51
		29	19/2	00	01	01
			22/2/1	00	07	59
			22/2/2	00	00	25
			23	00	04	55
			2	00	09	61
			3	00	01	52
			9	00	02	02
			30	00	02	53
			51	00	00	51
			52	00	00	51
			65/3	00	00	51
Babarpur	107		410	00	05	06
			1331/413	00	13	91
			1463/414	00	13	49
			415	00	13	49
			455	00	01	26
			518	00	12	65

1	2	3	4	5	6	7
Baberpur	107		1349/519	00	03	37
			1350/519	00	10	96
			523	00	08	43
			539	00	13	49
			539/1	00	04	22
			542	00	08	43
			544	00	04	64
			545	00	00	42
			552	00	01	69
			553	00	12	22
			556	00	00	84
			579	00	03	37
			580	00	04	64
			585	00	05	90
			586	00	07	17
			591	00	08	43
			592	00	04	22
			599	00	06	32
			600	00	08	01
			607	00	08	85
			608	00	10	54
			627	00	01	26
			675	00	00	84
			676	00	00	42
			679	00	13	49
			680	00	13	49
			681	00	13	49
			682	00	11	80
			692	00	13	49
			1083/693	00	06	74
			1084/693	00	06	74
			694	00	13	49
			1183/731	00	12	65
			1184/731	00	00	84
			752	00	00	84
			1189/772	00	13	49
			1190/772	00	03	37
			1195/775	00	08	43
			1196/775	00	01	26
			776	00	13	91
			1197/777	00	00	42
			1198/777	00	13	49
			792	00	06	32

1	2	3	4	5	6	7
Baberpur	107		793	00	13	91
			794	00	01	26
			798	00	05	90
			1204/799	00	06	74
Todarwal	106		383	00	14	75
			388	00	18	10
			389	00	13	91
Bishangarh	103		224/2	00	01	26
			225	00	13	49
			226	00	10	54
			229	00	13	91
			230	00	13	91
			234	00	06	74
			235	00	05	06
			256	00	04	64
			257	00	01	26
			258	00	10	96
			259	00	13	91
			269	00	13	91
			269/1	00	00	42
			270	00	11	80
			278	00	02	95
			321	00	04	22
			330/1-2	00	11	80
			330/2	00	00	42
			331/2	00	16	44
			336	00	01	26
			339	00	12	22
			340	00	13	91
			894/343	00	01	26
			895/343	00	12	65
			849/344	00	03	37
			850/344	00	00	42
			851/345	00	03	37
			896/852/345	00	00	84
			897/852/345	00	13	07
			347	00	01	26
			746/349	00	00	42
			350	00	20	23
			351	00	13	91
			734/354	00	01	26
			735/354	00	10	54

1	2	3	4	5	6	7
Bishangarh	103		355	00	01	26
			418/1	00	02	53
			419/1	00	11	38
			419/2	00	01	26
			420	00	11	80
			428	00	02	11
			431	00	12	22
			432	00	01	69
			433	00	13	91
			440	00	03	79
			442	00	19	39
			443	00	10	54
			444	00	00	84
			445	00	13	07
			446	00	13	91
Dhandrala Dhindsa	102		210	00	13	91
			211	00	13	91
			214	00	13	91
			215	00	13	91
			219	00	17	70
			269	00	13	07
			270	00	14	33
			271	00	00	42
			275	00	00	84
Ranjitgarh	99		573/324/1	00	02	53
			336	00	00	42
			337	00	13	49
			338	00	15	17
			339	00	13	91
			340	00	10	96
			345/1	00	02	11
			346/1	00	14	75
			347/1	00	05	90
			347/2	00	07	17
			348	00	02	11
			371	00	19	39
			470	00	06	74
Mauhlgaawara	98		93	00	10	54
			94	00	10	54
			95	00	02	95
			96	00	13	91
			97	00	00	42
			482/99	00	00	84

1	2	3	4	5	6	7
Mauhlgawara	98		483/99	00	11	38
			485/100	00	00	42
			223	00	01	69
			249	00	13	07
			258	00	18	55
			259	00	18	55
			263	00	08	43
			264	00	05	90
			264/1	00	07	59
			265	00	05	06
			266	00	01	69
			293	00	13	91
			294	00	15	60
			295	00	03	37
			298	00	13	07
			337	00	01	69
			349	00	08	43
			356	00	03	37
			359	00	12	65
			360	00	01	26
			563-564/361/1	00	02	95
			563-564/361/2	00	12	22
			362	00	07	59
			363	00	03	37
			367	00	01	26
			368	00	07	17
			369	00	00	42
			588/370	00	09	27
			372	00	03	79
			373	00	21	08
Pahlian Kalan	95		583/3	00	14	75
			553/4	00	00	84
			5	00	13	91
			657/6/2	00	02	95
			7	00	01	69
			556/8	00	13	91
			9	00	00	42
			10	00	05	90
			11	00	00	42
			36/1	00	00	42
			36/2	00	00	42
			37	00	11	38
			41	00	07	59

1	2	3	4	5	6	7
Pahlian Kalan	95		42	00	07	59
			367/1	00	01	26
			369	00	10	96
			660/370	00	00	84
			389	00	13	91
			391	00	19	81
			798/394	00	19	81
			400/1	00	00	42
			400/2	00	16	02
			404	00	14	75
			408	00	00	42
			679/410	00	07	17
			680/410	00	00	42
			681/410	00	06	74
			411	00	00	42
			415/1	00	07	17
			415/2	00	07	59
			417	00	00	42
			418	00	10	12
			570/419	00	04	64
			572/420	00	14	75
Bugga Khurd	94	5	18	00	03	29
			22	00	02	02
			23	00	09	11
		7	2	00	02	02
			3	00	09	11
			8/1	00	05	31
			8/2/1	00	02	02
			8/2/2	00	01	77
			9/1	00	01	52
			9/2	00	00	51
			12/1	00	00	51
			12/2	00	01	52
			13/1	00	04	05
			13/2	00	05	06
			18/2	00	08	09
			19	00	03	04
			22	00	03	04
			23	00	08	09
		14	2	00	03	54
			3	00	07	59
			8	00	07	08
			9	00	04	05

1	2	3	4	5	6	7
Bugga Khurd	94	14	12	00	04	05
			13	00	07	08
			18/2	00	06	58
			19	00	00	76
			22	00	06	58
			23/1	00	07	08
		19	2/2	00	04	55
			3/1	00	00	76
			3/2	00	05	31
			8	00	06	07
			9/1	00	05	06
			12/2	00	05	06
			13	00	06	07
			18	00	05	56
			22	00	06	07
			19/1	00	05	56
		26	23	00	05	06
			2	00	06	07
			3	00	05	06
			8	00	08	09
			9	00	03	04
			13	00	11	38
			18	00	11	38
			23	00	10	12
			24	00	01	52
		32	3	00	01	77
			4	00	09	11
			7	00	11	38
			14/1	00	03	04
			14/2	00	08	60
			16	00	02	53
			17/2	00	06	32
			48	00	01	26
			161/1	00	00	51

[F. No. R-25011/13/2006-O.R.-I]
S.K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 5 जून, 2007

का.आ. 1941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ ईस्ट रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 35/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2007 को प्राप्त हुआ था।

[सं. एल-41012/106/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 5th June, 2007

S.O. 1941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Northeast Railway and their workmen which was received by the Central Government on 5-6-2007.

[No. L-41012/106/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT:**

Shrikant Shukla, Presiding Officer

I. D. No. 35/2004**Ref. No. L-41012/106/2003-IR (B-I)****Dt. 15-3-2004****BETWEEN:**

Sri Guri Prasad S/o Shankar, Village Vanshak Purva, Post Kachari, Distt. Gonda (U. P.)

AND

The Rail Track Inspector (Construction), North-Eastern Railway, Gonda (U. P.).

The General Manager, Northeastern Railway, Gorakhpur (U. P.)

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide order No. L-41012/106/2003-IR (B-I), dt. 15-3-2004 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow:

“क्या रेल पथ निरीक्षक (निर्माण), पूर्वोत्तर रेलवे, गोण्डा द्वारा कर्मकार श्री गुरु प्रसाद आत्मज श्री शंकर की दिनांक 15-3-1982 से सेवा समाप्त किया जाना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

Worker's case is that he was appointed as Casual Labour w.e.f. 16-1-1976 under North Eastern Railway,

Gorakhpur and worked accordingly till 15-3-82 thereafter his services were terminated. Aggrieved from termination alongwith other co-workers espoused a claim I. D. No. 71/96 before CGIT-cum-Labour Court, Kanpur. However, the dispute was not adjudicated. Worker thereafter represented to the Govt. of India and Government vide order dt. 30-10-01 directed the worker to espouse fresh claim, accordingly. He again espoused the claim.

Worker's claim is that his termination is in violation of Section 25F of I. D. Act, 1947. Worker has therefore prayed that he be reinstated back in service with all consequential benefits.

Opposite party has filed written statement denying the claim the worker. It has been denied that worker ever worked in North Eastern Railway. It is also alleged that the worker's case is false and concocted and he has never worked with the opposite party and therefore the worker is not entitled to any relief.

Worker has examined himself as witness.

Heard representatives of the parties and perused evidence on record.

No appointment letter or termination letter has been filed by the worker in support of his case. Therefore this is not a case of regular appointment as permanent employee by the railways. The only document in support of his service is paper 3/5 filed by the worker which is also not on the prescribed paper. From bare perusal of the above document it shows that the worker worked from October, 1976 to 15th Jan., 1977 for 91 days.

The said document does not show that the worker worked from 16-1-77 to December 1980 and further it is shown that the worker worked from January 1981 to 31-1-81 for 16 days. No date is mentioned from which date of January, 1981 worker worked. In the circumstances the document shows that the worker was first terminated on 16-1-77 and did not work till 31-12-80. Worker has stated in his statement of claim that he has continuously worked for 446 days which apparently is false as stated earlier that he did not work since 16-1-77 to 31-12-80. There is break of over 2 years. It is to be noted that every casual labour issued casual labour card by the railways to show the number of days particular of casual labour as worked in particular months of the year. The worker did not file the casual labour card alongwith his statement of claim. When court questioned him as to where is his casual labour card worker stated that the same was destroyed in fire and he got prepared the other card but where is that card the same has not been produced by the workman. Worker did not mention in the statement of claim the fact that his original casual labour card was destroyed in fire.

Even original certificate of paper No. 3/5 has not been made available on the record. In absence of original certificate the genuineness of the document paper 3/5 is absolutely doubtful. In the circumstances there is no

evidence on behalf of the worker excepting his own statement. In another question of the court, worker was asked in the cross-examination, as under whom he was engaged in the work. Worker stated that he worked under Mate Sri Aslam who is still working in the Diesel Shed of the Railways. He also stated that he wants to produce Sri Aslam but Sri Aslam has not been examined by the worker in support of his case. Though the worker was given opportunity to get summoned the witness. In the circumstances there is no corroboratory evidence in support of the worker's own evidence. As already stated earlier that from the document produced by the worker himself it is evident that the worker has not worked since 16-1-77 to 31-12-80 therefore it is false to say that he continuously worked for 446 days. The fact on document 3/5 has also not attested. In absence of regular casual labour card worker's own testimony and document 3/4 cannot be relied upon. Even if it is believed that worker alongwith other worker espoused their claim through the trade union which was registered I. D. No. 71/96 in CGIT, Kanpur, there appears to be delay of more than 8 years and whatever casual labours were engaged were provided with casual labour card it was the duty on the part of the worker to prove that he worked as casual labour by documentary proof and in case documentary evidence was not available it was his duty to produce Sri Aslam to get his case corroborated but he has not done so. The representative of the opposite party has also argued that on the date this case came on the record of CGIT-cum-Labour Court, Lucknow in May 2004 and as such there was delay of more than 22 years and it is not expected from the railway to keep record. He has also argued that in case such a old case is entertained the railway will be prejudiced inasmuch as it does not have such a old record. Even if the court discards the affidavit filed by the opposite party. It is duty of the worker to prove his case that he has worked from 16-1-76 to 15-3-82 and he has failed to prove it. Solidarity statement of the worker is not sufficient to hold that the worker has continuously worked from 16-1-76 to 15-3-82.

It is true that the case has been espoused very late. It is also true that accepting the own testimony of the worker Sri Guru Prasad there is no other satisfactory evidence to prove that the worker has worked continuously from 16-1-76 to 15-3-82. The result is that the worker has failed to prove that he was in the service of NER, under Rail Path Nirikshak (Construction) and his services were terminated w.e.f. 15-3-82. Award passed accordingly.

Lucknow

28-5-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 5 जून, 2007

का.आ. 1942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे के प्रबंधन के सम्बद्ध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण,

गुवाहाटी के पंचाट (संदर्भ संख्या 18/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2007 को प्राप्त हुआ था।

[सं. एल-41012/24/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th June, 2007

S.O. 1942.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati as shown in the Annexure in the Industrial Dispute between the management of N. F. Railway and their workmen, which was received by the Central Government on 5-6-2007.

[No. L-41012/24/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

PRESENT:

Shri H. A. Hazarika, Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 18 of 2006

In the matter of an Industrial Dispute between:

The Management of N. F. Railway, Lumding, Nagaon.

Versus

The claimant Smt. Putul Rani Acharjee

APPEARANCES:

For the Workman : Mr. B. Malakar, Advocate,
Miss B. Swargiary, Advocate,
(Absent on the date of hearing)

For the Management : Mr. K. C. Sarma, Rly. Advocate

Date of Award : 31-5-07

AWARD

1. The Government of India, Ministry of Labour, New Delhi vide its order No. L-41012/24/2006-IR(B-I) referred this Industrial Dispute arose between the employers in relation to the Management of the General Manager (P), N. F. Railway, Lumding and their claimant Smt. Putul Rani Acharjee to adjudicate and to pass an award on the strength of powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) on the basis of the following Schedule.

SCHEDULE

"Whether the action of Divisional Railway Manager (P), N. F. Railway, Lumding Division in stopping pension relief of family pension due to Smti Putul Rani Acharjee, W/o Late Adhir Kumar Acharjee, Ex-Railway Locomotive Driver, Gr. A (Spl.)

towards alleged outstanding amount of Rs. 33,066 is justified or not? If not, to what relief Smt. Putul Rani Acharjee, W/o Late Adhir Kumar Acharjee, Ex-Railway Locomotive Driver, Gr. A (Spl.) is entitled?"

2. On being appeared by both the parties the proceeding is proceeded here for disposal being Numbered 18/2006 as per Procedure.

3. The case of the claimant Smt. Putul Rani Acharjee in brief from narration of her W. S. is that her husband Late Adhir Kr. Acharjee was a Loco Running Driver. He participated in the agitation of All India Loco Running Staff Association for which he was removed from his service with other running staff in the year 1981.

As the victimized staff filed a case before the Hon'ble Central Administrative Tribunal at Guwahati vide No. CAT/GHY/GC No. O/O 408 of 1986 and 37 of 1986. The Tribunal decided the matter in favour of the victimized staff including her husband. Accordingly her husband joined along with other victimized staff and retired from the service on superannuation on 30-4-84.

That her husband received a letter No. EA/43/Pen/Mech. from the Office of the Divisional Railway Manager (P), Lumding, dated 2-9-93 whereby Rs. 21,970 was withheld to adjust towards payment of house rent and electric charge amounting to Rs. 57016.22 for occupying the Railway Quarter No. L/47-B type at Badarpur during the year from 1-5-84 to 15-5-93.

That the Railway Department counted the occupation of quarter from 1-5-84 to 15-5-92 which was not properly counted because his husband with other victimized staff filed a case against the Railway Authority.

That her husband submitted a petition to get permission to stay in the said quarter for metric examination of her son, against which the said authority replied that allotment of quarter should submit through proper channel but due to heavy flood her son could not send the application in stipulated time.

That her husband vacated the quarter on 12-3-92 but the Divisional Railway Manager, Lumding Division has not received report of vacation of Quarter and representation of her son and the Divisional Railway Manager, Lumding vide Letter No. EA/43/Pen/Mech. dated 11-7-92, has been asked for a report from the LF/BPB immediately, the LF/BPB authority sent the report to the Divisional Railway Manager, Lumding Division showing the quarter was vacated on 15-5-92.

That her husband did not get retirement Railway travelling pass due to which she could not run proper treatment to her husband. Her one of sons is handicapped and unable to provide him proper treatment due to want of money.

That action of the Divisional Railway Manager are illegal, unjustified and also barred by limitation and prayed to.

That counting the period of retaining the quarter from 1-5-84, which is not correct and all such allegation is denied by the claimant/Pensioner, Putul Rani Acharjee.

4. The case of the Management in brief is that Adhir Kr. Acharjee, Ex-Driver was the husband of the claimant/Pensioner Putul Rani Acharjee and retired from his service on 30-4-84. Subsequently he expired on 2-3-2000.

That the Railway Quarter No. L-47 B was unauthorisedly occupied by the said ex-employee after his retirement. He is entitled to retain the quarter for 4 months only and another 4 months for medical and education purpose and for which he has to get permission from the authority concerned but he unauthorisedly occupied the quarter for 97 months.

That for unauthorized occupation the retired incumbent did not take permission and liable to pay Rs. 35,046. The husband of the present claimant Smt. Putul Rani Acharjee was intimated to clear the payment amounting to Rs. 35,046. The husband of the claimant was intimated while he was alive. After death of her husband she became liable to pay the liability of her husband, remained to pay, from her family pension and she was also intimated vide Ext. 5 but she never replied to the letter intimated to her. The Management is entitled to recover the outstanding balance from the relief of the Pensioner. Accordingly the Management is entitled to recover Rs. 35,046 from the relief of the Pensioner Smt. Putul Rani Acharjee. No injustice is done to her.

5. I have perused the W. S. filed by the claimant/Family Pension Holder Smt. Putul Rani Acharjee. Perused the solitary evidence of the Management Sri Prafulla Kr. Das, Asstt. Personnel Officer, Pay Commission, Lumding. He is not cross examined as the claimant/Family Pension Holder remained absent and no Advocate appeared on date fixed for hearing. Considering all, the evidence of the Management was recorded in absence of the claimant/Pensioner.

The Management witness exhibited the following documents during recording evidence :

1. Ext. 1. (Zerox copy with attestation) is the relevant guide line as regards extension of Railway Quarter.
2. Ext. 2 (Zerox copy with attestation) is the calculation of Gratuity.
3. Ext. 3 (Zerox copy with attestation) is the letter by the Management claiming the amount.
4. Ext. 4 (Zerox copy) is the letter from the Management claiming the amount to the claimant/Pensioner.
5. Ext. 5 (Zerox copy with attestation) is the entitlement letter from the Management issued to the claimant.

6. The crucial point here is to be decided whether the Railway Employee Adhir Kr. Acharjee who was Locomotive Driver and retired on 80-4-84 and whether he continued to remain in the allotted quarter till 15-5-92 and overstayed for 97 months 16 days as deposed by the Management witness. Whether permission to stay for 4 months after retirement and 4 months on medical and educational grounds was availed by the retired employee Adhir Kr. Acharjee as per procedure. On my careful scrutiny of the record and in its merit, I find there is no evidence that permission was granted to the retired Locomotive Driver Adhir Kr. Acharjee. Admittedly the quarter was vacated by the claimant/Pensioner Smt. Putul Rani Acharjee. It is not proved that she was in need of the relevant quarter for education and medical grounds. There is procedure when there will be overstay there will be recovery. Hence, what I find Management has committed no mistake in calculating the amount for recovery. The claimant/Pensioner is not entitled for any relief in present facts and circumstances of the matter.

7. I would like to clear it more that Smt. Putul Rani Acharjee who is the Family Pension Holder is not entitled for any relief and the management is justified in recovering the amount from her Family Pension.

Send the Award accordingly to the Government.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 12 जून, 2007

का.आ. 1943.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ संख्या 87/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2007 को प्राप्त हुआ था।

[सं. एल-12025/1/2007-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1943.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 87/96) of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workmen, which was received by the Central Government on 8-6-2007.

[No. L-12025/1/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI V. M. KAKADE, PRESIDING OFFICER SECOND LABOUR COURT, PUNE

Reference (I. D. A.) No. 87 of 1996

BETWEEN:

C. M. D. Vijaya Bank,
Head Quarter 41/2, M. G. Road,
Mangalore-560001

... First Party

AND

G. S. Vijaya Bank Workers Orgn.,
Arora Towers, Pune-1

... Second Party

CORAM

Shri V. M. Kakade.

APPEARANCES:

Shri D. V. Kulkarni, Advocate for First Party.

Shri S. B. Malegaonkar, Advocate for Second Party.

AWARD

(Date: 16-02-2007)

1. This reference is initiated by the General Secretary of Vijaya Bank Workers Organization against the Chief Managing Director, Vijaya Bank for adjudication in the following matter:

"Whether the action of the management of Vijaya Bank, Pune in imposing penalty of stoppage of one increment permanently of Shri P. S. Thorat, Stenographer, Pune Regional Office is legal and justified? If not what relief the said workman is entitled to?"

2. On preferring the reference under Sec. 10, Sec 2(A) and sub-sec 1(D) of the Industrial Disputes Act, 1947, notices were issued to both the parties. Second Party put fourth facts for appreciation as under:

Workman Shri P. S. Thorat on behalf whom this reference is initiated is working as a Stenographer in first party bank at its Pune Regional Office, First Party bank served upon him a charge sheet dt. 26-6-92 alleging misconduct arising out of alleged incident that took place on 20-12-91 and another charge sheet dtd. 14-8-92 alleging misconduct. These charge sheets were followed by an enquiry which was commenced on 23-3-93 and completed on the same day resulting into a finding of guilt of second party workman Shri Thorat. First party bank imposed him stoppage of one increment which has been confirmed in departmental appeal. This fact of the first party bank was unjust, unjustified, unfair and mala fidely.

3. It is contended that second party workman has submitted his reply to both the charge sheets, but his reply was not considered at all. These charge sheets were issued with an ulterior motive and they are vindictive nature and have been issued to harass and victimize second party, stenographer. Charge sheets were issued after laps of about 8 months after alleged misconduct and enquiry was conducted after laps of 13 months on 23-03-93 and was completed hastily on the same day. This is all against the principles of natural justice. The defence argument before the enquiry officer was not considered. The enquiry report is without proper findings. The evidence is not considered by the enquiry officer with proper perspective. It is considered with prejudice mind. Thus, enquiry report is one-sided bias and not based on evidence.

4. It is alleged that entire enquiry proceedings is faulty, defective and against the principles of natural justice. Findings of the enquiry officer are not with reason. Hence this reference to vitiate the enquiry.

5. It is further contended that considering the nature of charges, punishment effected on the workman is very harsh and not proportionate.

6. It is contended that due to misbehaviour with the workman by Mr. Ganesh Shetty, complainant workman had filed police complaint against Mr. Ganesh Shetty and same is not considered by the enquiry officer. Only interested witnesses have been examined by the management. Therefore, the enquiry conducted against the workman is not fair and proper.

7. First party appeared and resisted this reference by filing Written Statement at Exh. 16. It is contended that dispute is raised in the name of Vijaya Banks Worker Organization, but statement of claim is signed and verified by workman Shri Thorat in his individual capacity. It is not individual dispute, hence, reference is liable to be dismissed. Admitting issuance of charge sheets dtd. 26-06-92 and 14-08-92, it is contended that enquiry was initiated against the complainant workman on 23-3-93 and concluded on the same day.

8. It is contended that during the course of enquiry 7 documents were produced and 4 witnesses were examined on behalf of the management. All witnesses are cross-examined. On behalf of the defence, one witness was examined, but documents were not produced. The workman was represented by a trade union leader during the course of enquiry. The enquiry proceedings were continued mutually even after office hours with consent of the parties. Thus, enquiry conducted against the workman was by following principles of natural justice and in compliance of provisions of the Bi-partite Settlement.

9. It is contended that enquiry officer after analysing the evidence on record and after carefully examining the written argument submitted by the respective parties, held the charges as proved.

10. The Disciplinary Authority after careful consideration of the record accepted the findings of the enquiry officer and thereafter proposed punishment of stoppage of one increment permanently by issuing letter dtd. 21-06-93. The same punishment is also confirmed by the Appellate Authority of the bank. Though misconduct levelled against the workman were of serious nature, bank by taking lenient view imposed lesser punishment of stoppage of one increment. Therefore, punishment imposed on the workman is legal and proper. Hence, reference is liable to be dismissed.

11. In view of pleadings of the parties, issues are framed by my Predecessor at Exh. 34, out of which issue No. 1 regarding fairness of enquiry appears to be decided

as a preliminary issue. Therefore, I am dealing with rest of the issues and they are with my findings as under :

ISSUES	FINDINGS
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2. Whether the misconduct is proved on the basis of evidence led in the enquiry and/or before the Court ?	Yes
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3. Does the second party prove that punishment awarded is not proper and fair ?	No
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4. Does the second party prove that he is entitled to the reliefs claimed ?	No
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5. What order ?	As per final order
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12. To establish claim against the bank, workman Pandhorinath Thorat filed his affidavit in lieu of examination in chief at Exh. 41 and closed evidence by filing pursis at Exh. 44.

13. First party without leading evidence filed pursis of no evidence at Exh. 44.

14. With this evidence before me, I have discussed my reasons for findings are as under :

REASONS

15. Issue Nos. 2, 3 and 4. Before proceedings to discuss reasons in detail, I would like to mention that admittedly two different charge sheets were issued to the workman Shri Thorat in first charge sheet dtd. 26-06-92 it is alleged that dtd. 20-12-91 at about 10.40 am. Workman used abusive language towards Shri Ganesh Shetty, Manager, in presence of other staff members as under :

“You bloody, how dare you to use my name in your reply to the explanation to D. M. I will teach you a lesson soon”.

16. On these allegations, misconduct of abusing superior officer and threatening him with dire consequences in presence of the staff members is calculated misconduct under Sub Clause (j) of Clause 19.5 of Chapter XIX of Bi-partite Settlement and on failure of workman to show proper courtesy towards official superior amounts to minor misconduct under Sub-Clause-J of 19.7 of Chapter-XIX of Bi-partite Settlement, 1966 and accordingly charge sheet was issued.

17. In second charge sheet, on incident dtd. 20-12-91 it is alleged that workman had left the office at 10.45 a.m. abruptly informing Shri N. R. V. Narayan, Sr. Manager that he would be going to the police station to lodge a complaint against Shri Ganesh Shetty, Officer of the bank. He returned to the office at 12.00 noon on that day. Shri N. R. V. Narayan had neither accorded permission orally to leave the office nor in writing by putting initials against the entries made by him in the staff movement register and observed that his action of leaving office unauthorisedly during office hours without obtaining permission of controlling authority

constitutes minor misconduct under Sub-Clause (a) of Clause 19.7 of Chapter XIX of Bi-partite Settlement of 1966.

18. At this stage, I would like to mention that with these charge sheets, first party bank initiated enquiry against the second party on 23-3-93. On that day, bank examined 4 witnesses and on the same day, defence witness was examined. Considering documents and evidence on record, enquiry officer held second party guilty for the charges levelled against the workman.

19. At the cost of repetition, I would like to mention that issue of fairness of enquiry is decided as fair and proper and I am dealing with the rest of the issues.

20. Ld. Advocate for the second party vehemently argues that charge sheets were issued after 8 months and enquiry was conducted after 13 months. It is submitted that enquiry officer has relied on the preliminary enquiry. Witnesses examined by the bank are all interested witnesses. Talk between the Ganesh Shetty and second party workman was not directly heard by anybody. There was quarrel between Shri Thorat and Ganesh Shetty. Vijaya Bank is the bank of Udupi peoples. Therefore, to victimize workman, all witnesses favoured management and deposed against the second party. Therefore, without considering the circumstances and interestedness of the witnesses of the management, enquiry officer has given his findings in bias mind. Management failed to establish charges levelled against the workman before enquiry officer as well as before the Court.

21. It is further submitted that misconduct is of minor nature and punishment of stoppage of increment forever is grave in nature and disproportionate.

22. Ld. Advocate for the first party in reply submitted that preliminary issue regarding enquiry is decided and Hon'ble Court pleased to hold that enquiry is fair and proper. Therefore, issue remained is whether misconduct is proved either before enquiry officer or Court? As enquiry is held fair and proper, first party is relying on evidence in the enquiry proceedings as well as evidence before the Court.

23. It is submitted that while on duty on 20-12-1991 second party in presence of all staff members used provocative words to the superiors and they are :

"You bloody, how dare you to use my name in your reply to the explanation to D.M. I will teach you a lesson soon."

24. It is submitted that incidence is witnessed by about 14 staff members and they have affixed their signatures as witnesses to the alleged incident. In the enquiry proceedings, management has examined Shri Ganesh Shetty as witness No. 1, Mrs. Utakala Adityanathaya as witness No. 2, Mrs. Malani Rai as witness No. 3, Shri N. R. V. Narayan as witness No. 4. All these witnesses have supported to the management. Everyone has stated incident dtd. 20-12-91. There is no variance in their statements. Though, defense representative cross-

examined those witnesses nothing is found in their cross-examination to disbelieve their testimony.

25. It is further submitted that though defense witness is examined, this witness has not stated anything about charges levelled against the second party workman except he has not heard anything uttered by the second party.

26. It is further submitted that witnesses of the management including Shri Ganesh Shetty of whom second party workman shouted as alleged, have stated in detail the incident dtd. 20-12-1991. Evidence of the management is rightly appreciated by the enquiry officer, it is submitted that management proved misconduct of the second party workman before enquiry officer and misconduct being proved considering the length of service and past service record, stoppage of increment is the right punishment imposed by taking lenient view.

27. Ld. Advocate for the first party has placed reliance on :

1. South Indian Cashew Factory Workers Union Vs. Kerala State Cashew Development reported in 2006 (5) Supreme Court Case-201.
2. Jemal Singh Vs. Presiding Officer, Labour Court, Patiyala reported in 2007 (112) FLR 253.
3. M/s. Banaras Electric Light and Powers Company Ltd. Vs. Labour Court, II, Lucknow reported in 1972-II-LLJ-318.

28. On perusal of entire evidence on record in the light of submissions of both the Advocates, it appears that issue regarding fairness of enquiry is heard and decided as a preliminary issues and proceeded with the rest of the issues including misconduct, punishment and reliefs claimed.

29. Second party in his affidavit in lieu of examination in chief has stated on oath that enquiry was conducted after 13 months after the date of alleged day of incident and hurriedly concluded on the same day i.e. on 23-3-93. Thereafter, enquiry report was submitted by the enquiry officer on 10-6-1993 i.e. after two and half months after the enquiry. Enquiry conducted is only force. Evidence is not properly considered by the enquiry officer, it is considered in bias mind. The enquiry report is thus one sided, bias.

30. It is further stated on oath that findings of the enquiry officer are without reasons. Enquiry Officer has relied upon the preliminary enquiry conducted by Shri Prabhakar Shetty, however, this Prabhakar Shetty never made available for cross examination.

31. Assuming, but not admitting, it is further stated on oath that charges levelled against the second party are proved. The punishment imposed on him is very harsh and out of proportion.

32. On the other hand management has placed reliance on the evidence before the enquiry officer.

33. To assess whether misconduct is proved and as enquiry is held as fair and proper, we have to assess evidence before the enquiry officer to see whether misconduct is proved before the enquiry officer.

34. Enquiry proceeding has been filed along with list of Exh. 8. On perusal enquiry proceeding, it appears that to prove the misconduct of the second party workman, management has examined Shri Ganesh Shetty as witness No. 1. He has stated before enquiry officer detail about the incidence dtd. 20-12-91. Immediate after the incident, he had handed over the complaint to Shri N. R. V Narayan. He has stated before enquiry officer that Mrs. Utkala, Mrs. Malani and Shri Satish Shetty were present at the time of incident.

35. It appears from the enquiry proceedings that management has examined Mrs. Utkala and Mrs. Malani as witnesses Nos. 2 and 3 both of them have stated that on 20-12-1991 at about 10.45 a.m., second party very loudly shouted by using words mentioned in the charge sheet.

36. Management has also examined Shri N. R. V Narayan to whom complaint was handed over by Shri Ganesh Shetty. Before enquiry officer he has told incident dtd. 20-12-91. As an officer he requested both Shri Ganesh Shetty and Shri Thorat to settle the matter amicably.

37. This is the relevant evidence of the management before the enquiry officer.

38. Considering the entire evidence and findings of the enquiry officer, it appears that enquiry officer has given elaborative findings. Enquiry officer has given reasons for accepting and discarding evidence. Therefore, I am not agree with the submissions of Ld. Advocate for the second party that the findings of the enquiry officer are in absence of evidence. I am also not agree with the submissions of Ld. Advocate for the second party workman that enquiry officer has given bias findings because enquiry officer has not considered the evidence of both first party as well as second party workman. Enquiry Officer has given reasons as to why he disagree with the evidence of the defence witnesses. Therefore, it will not be proper to say that findings of the enquiry officer are of bias nature.

39. Considering the evidence of the first party it appears that second party workman has not denied his presence in the bank on the relevant date. Complainant Shri Ganesh Shetty has stated the details about the incident and same is corroborated by Mrs. Utkala and Mrs. Malani. Not only this, but on the same day Shri Ganesh Shetty handed over complaint to Shri N. R. V. Narayan. Shri N. R. V. Narayan has also stated before the enquiry officer about the incident dtd. 20-12-1991.

40. Considering enquiry proceedings, it appears that first party to prove the misconduct of the second party workman has examined 4 witnesses and all are supporting and corroborating to each other. Though second party workman cross-examined them, nothing is found in their

cross-examination to impeach their credibility. Therefore, I am of the opinion that first party has proved Charge No. 1 levelled against second party workman by leading sufficient evidence and findings of the enquiry officer are based on the evidence before him.

41. So far as Charges No. 2 and 3 are concerned, Shri N. R. V. Narayan has stated on oath before the enquiry officer that Shri Thorat abruptly left office and lodged police complaint. He had not obtained any permission or make entry in the staff movement register. This is sufficient to hold that second party workman left office at 10.40 a.m. without obtaining permission or making entry in the staff movement register. The staff movement register corroborates with the testimony of Shri N. R. V. Narayan and this act of the second party workman is subversive of discipline and absent without leave from his higher authority constitutes minor misconduct. Thus, the first party proved Charges Nos. 2 and 3 levelled against the second party workman.

42. Considering the misconduct committed by the second party workman under Clauses 19.5 and 19.7 of Bipartite Settlement, 1966 is a minor misconduct and therefore, punishment of the stoppage of increment is right punishment imposed on the second party workman by first party.

43. Ld. Advocate for first party has placed his rightly placed on South Indian Cashew Factory Workers Union Vs. Kerala State Cashew Development reported in 2006 (5) Supreme Court Case 201 cited supra, wherein Hon'ble Their Lordships have given guidelines that when enquiry is properly held by the employer and finding of the enquiry officer is based on enquiry then nothing is left discretionary to the Court to interfere with the punishment. It is further held that biasness of the enquiry officer is to be specifically pleaded and proved.

44. In the instant case before me, second party workman has just pleaded that findings of the enquiry officer are bias in nature, but nothing is brought to my notice as to how findings of the enquiry officer are bias in nature.

45. Considering the principles laid down in the authorities cited supra, I am of the opinion that first party sufficiently proved that second party workman committed misconduct as alleged and this misconduct is of minor misconduct and stoppage of increment is right punishment imposed by the first party. Therefore, second party workman is not entitled to any relief as claimed. Consequently, I pass following Order :

ORDER

1. Reference is hereby rejected.

2. No order as to costs.

Place : Pune

Date : 16-2-2007

V. M. KAKADE, Presiding Officer

नई दिल्ली, 12 जून, 2007

का.आ. 1944.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 68/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-6-2007 को प्राप्त हुआ था।

[सं. एल-41012/3/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1944.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway and their workmen, which was received by the Central Government on 12-6-2007.

[No. L-41012/3/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I. D. No. 68/2004

PRESENT:

Shri Kant Shukla, Presiding Officer

Ref. No. L-41012/3/2004-IR(B-I) Dt. 7-6-2004

BETWEEN

The Divisional Organization Secretary,
Uttar Railway Karamchari Union,
283/63 Kha Garhi Kanaora (Premwati Nagar),
P.O. Manaknagar,
Lucknow-226001

And

The General Manager (Personnel),
Northern Railway,
Baroda House,
New Delhi

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide No. L-41012/3/2004-IR(B-I) dated 7-6-2004 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow:

“क्या उत्तर रेलवे, लखनऊ द्वारा कर्मकार श्री ज्वाला प्रसाद, पूर्व मोटर ड्राइवर, लोकोशाप, चारबाग, लखनऊ का दि. 13-6-79 तक की अवधि को पत्र सं. 522 ई/399 ईII/143 दि. 12-1-2000 के द्वारा

नियमित करने से मना कर दिया जाना उचित अथवा वैधानिक है? यदि नहीं, तो कर्मकार किस अनुतोष का अधिकारी है?”

Trade union has filed the statement of claim stating there in that the worker Jawala Prasad was appointed in Northern Railway, Loco Workshop, Charbagh, Lucknow on 7-6-1956 and he was illegally in violation of rules terminated from service on 7-9-74. It is also submitted that the said worker was reinstated vide letter No. 522E/399E II W/L dated 28-5-79 of General Manager on 14-6-79. It is further submitted that absence from duty from 7-9-74 to 13-6-79 has not been regularised and the General Manager vide his letter dt. 12-1-2000 denied the regularisation of the said absence. Worker has therefore requested that the order dt. 12-1-2000 of the General Manager No. 522E/399/EII W/143 be set aside and the worker's absence from 7-9-74 to 13-6-79 regularised with all consequential benefits.

Opposite party has admitted that the worker Jawala Prasad was engaged on 7-6-56 but it is alleged that he was transferred from Carriage and Wagon Workshop, Jodhpur on same capacity on 5-5-67 as per the order of competent authority i.e. Dy. Chief Mechanical Engineer (W) Northern Railway, Baroda House, New Delhi. But Sri Jawala Prasad did not join duty at Jodhpur workshop and workman had requested for leave on the ground that his wife was sick upto 30-4-68. It is also submitted that against the said act workman railway administration decided to initiate disciplinary proceeding in respect of unauthorised absence from service at Jodhpur. After departmental inquiry the disciplinary authority has passed removal from service of the workman on 7-9-74. Jawala Prasad preferred review petition against removal order before Chief Mechanical Engineer (W) Northern Railway, Baroda House, New Delhi. The revisional authority after taking lenient view it has been decided that the workman Jawala Prasad may be re-employed at the Locomotive Workshop, Charbagh, Lucknow as Khalasi. Accordingly workman has been re-employed as Khalasi with effect from 14-6-79 in pay Rs. 196.00 per month in grade of Rs. 196-232. It has also been submitted that workman was ordered to be re-employed as fresh not reinstated his services with the result of removal from service. Removal order dt. 7-9-74 remained intact and the same was not quashed by departmental authority or any court of law. In the circumstances the workman is not entitled for regularisation of period from 8-9-74 to 17-6-79. It is also submitted that worker retired from service w.e.f. 30-6-94. Accordingly the opposite party has requested the statement of claim be rejected.

The trade union has filed the rejoinder denying the entire pleadings of the written statement and reiterated his statement in statement of claim. Trade union did not file any document alongwith statement of claim. It is after rejoinder the workman has filed following documents alongwith his application C-12:

- I. Photocopy of General Manager's letter No. 522E/399 E II W(L) dt. 28-5-79.

2. Photocopy of letter of Additional CME, Lucknow dt. 22-12-80.
3. Photocopy of General Manager's letter No. 145E/P/43967/L. Mech/रे.बो./MCB dt. 22-10-84.
4. Photocopy of General Manager's letter dt. 23-6-99.
5. Photocopy of General Manager's letter dt. 17-8-99.
6. Photocopy of General Manager's letter dt. 12-1-2000.
7. Photocopy of Representation of worker dt. 22-3-94, 12-8-97, 15-10-98, 20-1-99, 16-6-2001, 23-7-2001.

Opposite party has filed photocopies of following documents alongwith list C-22 :

1. Photocopy of service book.
2. Photocopy of S.C. certificate.
3. Sr. A.F.S. letter Reg-G-96.
4. Pay fixation chart 1986.
5. Pay fixation chart as on 1-1-86.
6. Option of pay fixation from 1-1-86.
7. Service record 1st page to IInd.
8. Medical fitness.
9. Pages of service record.
10. Leave statement.
11. P.F. Nomination.
12. GIS Nomination.
13. Gratuity nomination.

The trade union has examined Sri Jawala Prasad since the case was proceeded ex-party against the opposite party vide order dt. 17-8-05 the court summoned Sr. Personal Officer, NR, Lucknow alongwith service record of the worker and accordingly court examined Sri Om Prakash as CW-I

Heard arguments of the parties and perused the evidence on record.

The trade union has made material concealment in his statement of claim. He has not disclosed the fact that on what ground he was terminated from service on 7-9-74. He has not disclosed that he was transferred to Jodhpur and there he did not join his duties. Worker's own document paper no. 13.11 dt. 16-6-01 is material in this regard which is reproduced below :

To,

The Honourable Minister for Railways
Government of India,
Rail Bhawan.

Sub : Condonation of break in service.

Respected Sir,

The applicant respectfully submits as under :

1. The applicant (Jawala Prasad) is a retired railway employee. He worked for the period from 14-6-79 to 30-6-94 in Loco Workshop Northern Railway, Charbagh, Lucknow in the capacity of major vehicle driver grade two and retired from service on 30-6-94.
2. The applicant had worked earlier also for the period from 7-9-74 to 13-6-79 and was removed from service for unauthorised absence. The applicant was infact transferred from C&W workshop N. Railway, Alambagh to N. Railway workshop, Jodhpur but due to unavoidable domestic circumstances the applicant could not carry out the transfer order, resulting in removal from service.
3. The applicant on his appeal was reappointed in the C&W Workshop, N. Railway Alambagh, Lucknow on 14-6-79 as Khalasi and later on transferred from C&W, Alambagh Workshop NR, Alambagh to Loco Workshop, Charbagh, N. Railway, Lucknow.
4. The applicant enclose photocopies of the letters of DYCME, Loco Workshop, N. Railway, Charbagh and General Manager N. Railway, New Delhi for your kind perusal and redressal the injustice met out to the applicant for not condoning the break in service.
5. The applicant in his utter disappointment has no alternative but to approach your goodself for grant of condonation of the intervening period from 7-9-74 to 13-6-79 (four years nine months and seven days).

The applicant requests your goodself to call for the relevant papers and consider applicants case to condone the intervening period of four years nine months seven days for which he and his family will remain ever grateful to your goodself.

Yours Faithfully,

Sd/-

(Jwala Prasad)
Ex-T. No. MTS 371
Motor Driver GR. II
Loco workshop,
Charbagh, Lucknow

Dt. 16-6-2001

Wherein the worker has admitted that he is retired railway employee. It is also admitted that he was removed from service for unauthorised absence. It is also admitted in the said letter that he was transferred from C&W Workshop, Lucknow to Northern Railway Workshop, Jodhpur. It is also the fact that as he has admitted in the application that he on his appeal was re-appointed in C&W Workshop, Charbagh, Lucknow on 14-6-79 as Khalasi and later on transferred to C&W workshop, Alambagh, Lucknow. In the circumstances the worker wrote the letter to Hon'ble Railway Minister for condone the delay from 7-9-79 to 13-6-79. I have also perused the letter paper No. 13/7 worker's own application dt. 22-3-94 wherein the worker requested "विनम्र निवेदन यह है कि प्रार्थी ने दिनांक 26-9-87 को प्रार्थना पत्र में आप से अनुरोध किया था कि प्रार्थी पुराने सेवा काल (दि. 7-6-56 से 3-5-67) को नयी सेवा 14-6-79 से अब नई नौकरी को जोड़ने की कृपा करें, आपकी महान कृपा होगी।"

Worker has requested for mercy and wanted to be given any mistake committed by him. There is no reference order to this effect to CGIT-cum-Labour Court, Lucknow to adjudicate whether or not termination dt. 7-9-74 was legal and the worker did not challenge the order of termination or re-employment thereafter within the reasonable period. Therefore the order of the disciplinary authority and Appellate Authority are final on the issue of removal (Termination of service).

Worker has also concealed copy of memorandum of appeal.

The Sr. Personal Officer, Northern Railway, Charbagh, Lucknow has proved that Jwala Prasad was transferred to Jodhpur. Jwala Prasad did not join in Jodhpur therefore departmental proceeding of misconduct were initiated against him at Jodhpur. Jwala Prasad did not appear in the proceedings and the enquiry officer found the misconduct proved. Worker was served with show cause notice as to why he should not be terminated. It is proved that show cause notice alongwith enquiry report was sent to the worker by the management of Jodhpur. It is also proved that Jwala Prasad was terminated from service on 7-9-74. It is also stated by the witness of the railways that order of punishment was not set aside by the Head Office, however, he was re-employed on 14-6-79. Witness of the opposite party has also proved that Jwala Prasad retired on 30-6-94 and Jwala Prasad filled the prescribed paper for retiral benefits, wherein he himself has written 14-6-79 for inception of service.

In the above background the trade union representative has following case law :

(2006) (109) FLR 728 between Dr. K.S. Misra and Visitor Aligarh Muslim University and others. The fact of this case was that petitioner initially worked as Lecturer in English Benaras Hindu University. He subsequently joined

Aligarh Muslim University where he was confirmed in June 88. The petitioner's claim he had applied giving his option for counting of his past services for pensionary benefits within one year of his joining/confirmation. Statute 61(6)(iv) (iii) First Statutes of the university prescribes the counting of past services for pensionary benefits provided such option is given and the amount of gratuity received from the previous employer is deposited by the employee with the University within one year. Relying on similar matter relating to same university, being writ petition No. 27650 of 1988 Dr. Rameshwar Tandon Vs Aligarh Muslim University, Aligarh and others, a Division Bench of this court vide judgement dt. 6-5-04 held that even if the gratuity received from the previous employer is deposited beyond the required period of one year by the employee with the new employer, and such deposit the interest for the delay is also deposited, the delay will not deprive the employee of the pensionary benefits. This in effect means that even the condition of making the deposit within time prescribed by the statutes is merely directory and not mandatory. The judgement dt. 6-5-04 and to calculate and intimate to the petitioner the interest which may become due till date on the gratuity amount of Rs. 16,944.47 paisa, which petitioner received from the Benaras Hindu University.

The fact of the above case are altogether different from the present one. In the present case worker was terminated due to his unauthorised absence on 5-9-74 and he was re-employed on 14-6-79 by the order of General Manager. Worker's unauthorised absence has not been exonerated rather the General Manager took lenient view and permitted it subordinate officers to re-employ him vide order dt. 28-5-79. Therefore the demand for regularising the service from the date 7-9-74 to 13-6-79 is not justified.

The representative of the trade union has also filed case law [2006 (108) FLR 177] (Jharkhand High Court) Muzaffar Hussain and State of Jharkhand and others in this case petitioner was appointed on the post of Mohariar on 3-6-64.

Petitioner's case was that he was appointed and joined the post of Mohariar on 3-6-64 at Muzaffarpur in 1971 he was transferred to Gaya but due to illness he could not join at Gaya and as such he was put under suspension and thereafter he was discharged from his service. After about six years the petitioner was again appointed on the post of Mohariar at Muzaffarpur. It is stated by the petitioner that he continuously worked to the satisfaction of all concerned.

In 1996 a gradation list was published wherein the petitioner name was mentioned Sl. No. 376 showing his date of birth as 10-6-52 and date of appointment was 27-10-77. Petitioner was thereafter transferred to Palamau in the year 1999 and then from Palamau to Ranchi vide notification dated 31-12-03 and he was placed at the Headquarters at Ranchi while working at Ranchi impugned letter was issued by Director by his letter dt. 18-9-04

directing the settlement officer, Ranchi to superannuate the petitioner on completion of 40 years of service.

It has not been disputed by the respondents that the petitioner was initially appointed in 1964 but because of his illness he could not join at Gaya and he was put under suspension and thereafter he was discharged from his service in 1971. After six years petitioner was given fresh appointment which is evident from the copy of the service record filed by the respondents as annexure A to the "Nideshak, Bhu-abhlikekh tatha parimap Bihar Patna Ke Patrank 17-161/75 dt. 17-10-77 ke nideshanusar Sri Muzaffar Hussain, Sevamukt DPM ko punah dinak 27-10-77 se DPM ke pad per vetanman 205-3-226 Da Ro-4-284 ke vetanman me niyukti ki jati hai, Ise nayee niyukti samijhi jayegi. Yeh niyukti bilkul asthai hai our bina karn bataya kisi bhi samay, inki seva samapt kr di ja sakti hai."

From bare perusal of the aforesaid extract, it is manifest that the petitioner was given fresh appointment in 1977 which is also evident from Gradation list wherein the date of birth of the petitioner has been shown as 10-6-52 and date of appointment as 27-10-77.

Admittedly from 1977 the petitioner has not completed 40 years of service. Even if his date of appointment taken as 1964 he was out of service from 1971 to 1977 i.e. about six years. In other words petitioner was in the service for six years from 1964 to 1971 and thereafter 27 years from 1977 to 2004.

Thus in the said case also the absence from service after discharge and before fresh appointment has not been regularised. Moreover the facts in issue were different.

My conclusion is that the worker was appointed on 7-6-56. He was transferred from Lucknow to Jodhpur workshop on 5-5-67 as per the orders but Jwala Prasad did not join the duty at Jodhpur workshop and requested for leave on the ground that he was sick upto 30-4-68. Railway administration at Jodhpur decided to initiate disciplinary proceeding with respect of unauthorised absence from service at Jodhpur. After departmental enquiry the disciplinary authority has passed removal from service on 7-9-74. Jwala Prasad preferred review petition against removal order before Chief Mechanical Engineer (W) Northern Railway, Baroda House, New Delhi. The revisional authority after taking linent view decided that the workman may be re-employed at Loco workshop, Charbagh, Lucknow as Khalasi accordingly the workman has been re-employed on 14-6-79. Worker was also filled the prescribed form for pensionary benefits and wrote 14-6-79 his date of appointment and accordingly he retired from service on 30-6-94. In the circumstances service of the worker w.e.f. 7-9-74 to 13-6-79 can not be counted towards pensionary benefits nor he is entitled to any regularisation for the said period. Issue is therefore

answered against the worker and worker is not entitled to any relief.

Lucknow, 31-5-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 12 जून, 2007

का.आ. 1945.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 266/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2007 को प्राप्त हुआ था।

[सं. एल-12011/84/89-डी. II ए]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1945.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 266/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen which was received by the Central Government on 8-6-2007.

[No. L-12011/84/89-D-II A]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM

PRESENT:

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 29th day of May, 2007/8th Jyaishta, 1929)

I. D. No. 266/2006

(I.D. 9/90 of Labour Court, Ernakulam)

Workman/Union : The General Secretary,
Canara Bank Staff Union,
P.B. No. 10051,
268/70, Frere Road Fort,
Mumbai 400 001.

.....Adv. H.B. Shenoy

Management : The General Manager,
Canara Bank Head Office,
Bangalore-560 002

.....Adv. M.C. Sen.

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

“Whether the action of the management of Canara Bank in imposing the punishment of stopping of increment on S/Shri Mani Thomas, K.R. Krishna Menon, Raghuthaman and N.M. Lucikutty is justified ? If not, to what relief the workmen are entitled ?”

2. The facts of the case in brief are as follows :

Four workers in this case and a few other workers of Canara Bank were charge-sheeted for having acted prejudicial to the interest of the bank. The allegations against the workmen are that during a public meeting held in connection with the silver jubilee celebrations of Broadway Branch of the bank in the Town Hall on 4-10-1986 a few employees shouted slogans against Deputy General Manager of the bank, held placards of protest against DGM and disrupted the function. A domestic enquiry was conducted and the delinquents were found guilty of the charges. The Disciplinary Authority imposed a punishment of barring of one increment without cumulative effect. Though an appeal was filed the workmen did not succeed. Thereafter an Industrial Dispute was raised and the matter was referred to Court. An award was passed by State Industrial Tribunal which had the jurisdiction then. That was challenged before the Hon'ble High Court in O.P. 7089/94. The award was set aside and was remanded with a direction to consider whether prejudice was caused to the workmen in the enquiry. Regarding the other aspects the Hon'ble High Court had concluded the findings. In the award of the State Labour Court, 3 points were considered. The 1st point was regarding the maintainability of the charge. It was found by the Labour Court that charge was sustainable. This was confirmed by the High Court. The 2nd point was whether the charge was vague or not. The Labour Court had found that the charge was vague and the acts prejudicial to the interest of the bank were not specified in the charge. The High Court held that the charge was specific and not vague. There were enough allegations in the charge as to the acts committed, the involvement of delinquents, etc. The 3rd point that was considered by the Labour Court was whether the findings and punishment were valid and sustainable. The Hon'ble High Court however observed that, but for the absence of Lower Court records the award would have been set aside and without the records the contention of the union regarding 'Prejudice' cannot be answered and hence the matter had to be sent back to the Tribunal. Thus the decision of the Labour Court that the enquiry and findings are unsustainable is not accepted by the Hon'ble High Court.

3. Apart from the above 3 points the learned counsel for the union had argued two more aspects before Hon'ble

High Court. That was regarding the applicability of the provisions of Chapter XI, Regulation 3 (m) of Canara Bank Service Code. Similar provision is there in Para 19.5 (j) of 1st Bipartite Settlement. It was contended by the union that the aforesaid provision of the Code does not apply to an incident which had happened outside the premises of the bank. It was held by the Hon'ble High Court that if the acts alleged against the workmen are established it is a misconduct within the provision above referred, no matter whether it was committed within the premises of the bank or outside. The next point that was raised by the union before the Hon'ble High Court was that unless the acts alleged entail loss to the bank it would not be misconduct. It is held by Hon'ble High Court that the question of monetary loss to the bank would arise only in case of negligence on the part of employees and not in a case of misbehaviour. Therefore it was observed that no economic loss need be proved to bring the alleged acts within 'misconduct'. Thus the purpose of remand is only to consider prejudice, if any, caused to the delinquent. However the learned counsel for the union submitted that as per the remand order not only the aspect of prejudice but even the merits of the case is open for consideration by this Court. But the judgement does not spell out such a direction. The relevant portion of the judgement of the Hon'ble High Court is as follows :

“In the light of what is stated above, normally, this court would have set aside the award and left the matter at that. However in view of the submission made by Sri Shenoy, learned counsel appearing for the union and the workmen that they had set up and established a case of prejudice which is not referred to in the award. It is only proper that the matter is considered afresh by the Labour Court.”

However, when the matter came up for hearing the learned counsel for the union took up a new contention that the Enquiry Officer was biased and hence he entire proceedings in enquiry have become a nullity. It is important to note that such an argument was not advanced before the Hon'ble High Court. The argument of the union before the Hon'ble High Court was that there were some procedural irregularities in the enquiry which caused prejudice to the delinquents. The aspect of bias was not argued before the High Court. Since it is a question of law it may not be proper to preclude him from submitting so before this Court. It is the contention of the learned counsel for the union that since the Enquiry Officer had proceeded with the enquiry with a biased mind the whole enquiry became a farce and he need not prove the elements of prejudice as the prejudice is implicit.

4. The meaning of bias as per Concise Law Dictionary of P. Ramanatha Iyer, 3rd Edition (2006) is : “a leaning of the mind; prepossession; inclination, propensity toward an object; bent of mind, a mental power, which

sways the judgement, that which sways the mind toward one opinion rather than another, as, bias of arbitrator, of judge, or jury or witness”.

In *Thomas v. State of Kerala*. 2003 (3) ILR (Ker) 26 at Para 40 ‘bias’ is explained :

“Bias is a state of mind. It cannot always be proved by direct evidence. While examining the matter, the court has to see—Did the authority have an open mind? Could the member have judged the individuals impartially? Very often the Court has to draw an inference from the facts, which appear on the record. If the facts show that there was a bent of mind or a pre-disposition to decide in a particular way, an inference of bias can be inevitable”.

Thus the meaning of ‘bias’ is the inclination towards something or somebody; a bent of mind towards one opinion, rather than another as bias of an Arbitrator, judge or jury. ‘Prejudice’ refers to procedural irregularities. The meaning of ‘prejudice’ as per Concise Law Dictionary is : “injurious effect, injury to or impairment of a right, claim, statement etc.”. Prejudice is explained in the decision, *State Bank of Patiala Vs. S.K. Sharma* AIR 1996 SC 1669, Para 32. The Hon’ble Supreme Court has enlivened certain basic principles of natural justice in matters of disciplinary proceedings concerning enquiries governed by rules/regulations/statutory provisions and enquiries which are not covered by any such rules, regulations or statutes. It is observed that in the first category where the enquiry is governed by rules and regulations or statutes, if there is violation of the rule of natural justice, the enquiry does not become invalid automatically. The Court has to see whether the provision violated is of a substantive nature or whether it is procedural in character. In the case of former, compliance of the provision is mandatory and the elements of prejudice need not be proved and prejudice is self evident. In case of latter, prejudice has to be proved and the court has to see whether such violation has prejudiced the delinquent in defending himself properly and effectively. In the second category, when the enquiry is not governed by any rules or regulations and in case of allegation of violation of the principles of natural justice, the Court has to distinguish between total violation of the rule of natural justice (rule of audi alteram partem) and violation of a facet of the said rule i.e. ‘no opportunity’ and ‘no adequate opportunity’. In the case of former, the order passed would undoubtedly be invalid. In the case of latter, the effect of violation has to be examined from the standpoint of prejudice. In other words the court has to see whether the violation has caused real prejudice to the delinquent. Bearing these principles in mind, I will consider the evidence and circumstances in this case.

5. Since the union had submitted before the Hon’ble High Court that it had pleaded and adduced evidence before the Labour Court regarding prejudice, it is necessary to

see the pleadings. In paragraph 10 it is contended that the Enquiry Officer was anxious to fix the charges on the workmen. He acted in a biased manner against the workmen and exposed a biased state of mind in putting questions to the witnesses. In the re-examination of management witness he virtually conducted fresh prosecution. He also deeply cross-examined the defence witnesses. The principles of natural justice and equity were not followed in the enquiry. The Enquiry Officer himself introduced two fresh witnesses and obtained tutored oral evidence. The management documents were not properly marked. In the Appeal Memorandum submitted to the Appellate Authority also this contention was taken as can be seen from pages 142 and 143 of Ext. M1 enquiry file. Thus there is enough pleadings regarding bias and prejudice. Why the workmen say that the Enquiry Officer was biased is due to the following reasons :

He was an Enquiry Officer and a Presenting Officer. Though there is no bar, as observed by Hon’ble High Court, in exercising the dual capacity, the Enquiry Officer had treaded beyond the pales into the meadow and acted like a prosecutor for the management. Initially there were only two witnesses on management side as per list. After examining MW1 and 2 the Enquiry Officer adjourned the enquiry sine die and without mentioning whether the evidence on the management side was closed or not. On the next sitting date, after a month, a 3rd witness was introduced by the Enquiry Officer himself. At that time a 3rd document (a photograph) was also seen in the file. Originally there were only two photographs which were marked as Exts. M1 A & B. MW1 & 2 had not stated anything incriminating. Hence on the 2nd sitting a 3rd witness was brought at the instance of the Enquiry Officer himself and examined, who spoke against the delinquents and in favour of the management. In the re-examination of these 3 witnesses flouting the procedural laws the Enquiry Officer virtually examined further in chief instead of putting clarificatory questions. His attempt was to pin the delinquents to the charges. The two photographs were marked without examining the photographer or proving the negatives of the photographs. The next reason submitted is that the Enquiry Officer after recording the findings, heard the delinquents regarding punishment and recommended punishment to the Disciplinary Authority. Actually it was the province of the Disciplinary Authority to hear the delinquents and impose punishment. These circumstances prompted workmen to contend that the Enquiry Officer was biased. The enquiry conducted by such a person can have no sanctity and validity.

6. It is relevant to note that the Hon’ble High Court had observed in the O.P. that an Enquiry Officer can also be appointed as Presenting Officer in a domestic enquiry and there is no illegality in the procedure. It is to be noted that the role of Presenting Officer in a domestic enquiry is to present the case of the management and try to prove the

charges levelled against the delinquent. Here the Enquiry Officer is also donned with the mantle of Presenting Officer. When he is acting as a Presenting Officer he has to do justice, as a Presenting Officer, to the management. He cannot be mild and soft with the witnesses. He will have to put relevant questions in order to prove the charges. The fact that he is putting relevant questions whose answers may be incriminating, is no reason to impute a biased mind to the Enquiry Officer. He is bound to extract answers in order to prove the charges while acting as Presenting Officer. He himself will have to see who and how many witnesses should be examined in order to prove the charges. In the like manner he will have to decide the documents to be tendered in evidence. If he fails to discharge that duty he fails as a Presenting Officer. At the same time, being an Enquiry Officer, after examining the management witnesses in chief examination he has to give adequate opportunity to the delinquents to cross-examine the witnesses and record the answers as given by the witnesses in the cross-examination. So, also, he has to give adequate opportunity to the defence to adduce their evidence. The learned counsel for the union for a moment forgets that the Enquiry Officer is also a Presenting Officer and he has a duty to the management to act as a loyal Presenting Officer. Therefore in introducing a 3rd witness and examining him will not be a ground to say that the Enquiry Officer was biased and he was bent upon inculpating the delinquents somehow. The further contention of the defence is that the witnesses were re-examined not for the purpose of clarification, but to bring out incriminating circumstances against the delinquent. It was necessary for the Enquiry Officer to clear all doubts which had occurred during cross-examination. Otherwise at the end when he assesses the testimony of a witness certain matters may appear to be obscure. However, even if the Enquiry Officer had put more questions than required to clarify the testimony in the cross-examination it is to be noted that the delinquents were given opportunity to cross-examine witnesses further after the re-examination. This is true especially with regard to MW3 who has spoken against the delinquents. Thus the delinquents were given sufficient opportunity to cross-examine the witnesses elaborately and to their satisfaction. This again is not an instance to indicate a biased mind.

7. A list of documents was given to the delinquents before examination of witnesses and two photographs were marked as Exts. M1 A & B. The grievance of the workmen is that a 3rd photograph was seen in the file on the 2nd day of sitting. According to the workmen this 3rd photograph was introduced by the Enquiry Officer himself and not by the management. It may be noted that the 3rd photograph is not tendered in evidence and marked. Therefore the workmen can have no grievance about the presence of a photograph in file and it is not an instance of bias.

8. The next submission of the learned counsel for the workmen is that the two photographs were not properly

marked. According to the learned counsel the photographer should have been examined and the negatives should have been proved. In the absence of such procedure the photographs can have no evidentiary value. It is relevant to note that the strict rule of evidence is not applicable to a domestic enquiry. That apart, at the time of marking the photographs the defence had not raised any objection. MW3 was cross-examined with regard to two photographs (Exts. M1 A & B) asking whether the photographs pertain to the silver jubilee celebrations of the Broadway branch and who had made arrangements for taking photographs. The witness had answered that the photographs pertain to silver jubilee celebrations. About the photographer and arrangements made for taking photographs, he said he was not aware. Other than this there was no suggestion to the witness that the photographs were not that of silver jubilee celebrations, but of some other event. No objection was also raised about the marking of photographs (Pg. 33—46 of Ext. M1). Hence the procedure adopted by the Enquiry Officer in marking the photographs cannot be described as an act of bias on the part of Enquiry Officer.

9. It was then submitted by the learned counsel for the union that the Enquiry Officer himself heard the delinquent regarding punishment. This was to be done by the Disciplinary Authority and not by Enquiry Officer. According to the management, as per Chapter XI, Regulation 10(1) of the Canara Bank Service Code the Enquiry Officer is authorized to hear regarding punishment at the end of enquiry and report his suggestion regarding punishment to the Disciplinary Authority. The learned counsel for the union submits that as per Para 19.12 (a) of the 1st Bipartite Settlement the hearing regarding proposed punishment has to be done by the Disciplinary Authority and not by the Enquiry Officer. It is also pointed out that as per Para 19.13 if there is any conflict between the provisions of Bipartite Settlement and any Rules or Regulations in force in any bank regarding disciplinary action, the provisions of Bipartite Settlement shall prevail over the internal Rules or Regulations.

Relevant portions of Chapter XI, Reg. 10(1) of Canara Bank Service Code and Paras 19.12(a) and 19.13 of 1st Bipartite Settlement are as follows :

Chapter XI, Reg. 10(1) :

“As soon as possible after an enquiry is concluded the Enquiry Officer shall record in writing the result of the enquiry in the form of report to the Where he is of the opinion that punishment should be imposed, he shall give a hearing to the employee as regards nature of the proposed punishment and shall state in his report the employee's submission on the question of punishment and his own observations thereon.”

19.12(a) “He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.”

19.13. "Where the provisions of this Chapter conflict with the procedures or rules in force in any bank regarding disciplinary action, they shall prevail over the latter"

It is relevant to note that Para 19.12 (a) extracted above is regarding the procedure in disciplinary action when an enquiry is conducted. The provision does not indicate that hearing regarding proposed punishment is to be done by Disciplinary Authority himself. The provision only says that the delinquent shall be given an opportunity to make submissions regarding the proposed punishment in case the charge is established against him. The provision does not specify who is the authority who has to hear the delinquent. Thus there is no conflict between the provision in Chapter XI, Regulation 10 (1) of the Service Code of the Canara Bank and the provision in Para 19.12.(a) of 1st Bipartite Settlement. Since the provision in the Code permits the Enquiry Officer to hear regarding the proposed punishment the Enquiry Officer has not violated any rule or procedure. While submitting the findings of enquiry he had also conveyed to the Disciplinary Authority the result of hearing regarding punishment and also suggested the punishment to be imposed. It was open to the Disciplinary Authority to accept or refuse the recommendation of the Enquiry Officer regarding punishment.

10. It was further submitted by the learned counsel for the union that as per Para 19.12(c) of the Bipartite Settlement the Disciplinary Authority alone can take into account the gravity of the misconduct, the previous record of the employee and any aggravating or extenuating circumstances before imposing punishment. These aspects cannot be considered by an Enquiry Officer. So also the learned counsel submits that the Disciplinary Authority was free to differ from the findings of the Enquiry Officer and exonerate the delinquents. This opportunity was lost when the Enquiry Officer himself heard the delinquents regarding the punishment. According to the learned counsel, the Enquiry Officer did so with biased mind to punish the delinquents and leave no chance for the delinquents to escape the punishment. It is relevant to note that the provisions regarding hearing about proposed punishment does not contemplate hearing about the findings of the Enquiry Officer as well. There is no hearing about the findings of Enquiry Officer even when a delinquent is called by the Disciplinary Authority to make submissions regarding proposed punishment. Even if a delinquent submits that the findings are totally incorrect the Disciplinary Authority is not bound to consider that aspect, but only the aggravating and extenuating circumstances for the purpose of imposing punishment. However the Disciplinary Authority has the power to differ from the findings of the Enquiry Officer, modify it, alter it or totally ignore the findings suo motu. This power can be exercised with or without hearing the delinquent. The Disciplinary Authority after going through the enquiry

report has to make his own assessment regarding the worth of the report and take a decision whether the findings should be accepted or not. Therefore the delinquents in this case have not lost any opportunity of making their submissions regarding the proposed punishment. If they are aggrieved by the findings there is an appeal forum where they can challenge the findings. In fact they had filed an appeal, but failed.

11. Lastly the learned counsel for the union submitted that at any rate the misconduct is only a minor misconduct and the punishment can only be a minor punishment. As per the charge, the misconduct is one falling within Chapter XI, Regulation 3 (m) of Canara Bank Service Code i.e. 'doing any act which is prejudicial to the interest of the bank'. The punishment for 'gross misconduct' is provided in Regulation 4 which includes among other punishments, 'stoppage of increments' [Reg. 4(d)]. According to the union the misconduct is only a minor misconduct falling within Regulation 5 (j) of the Code i.e. 'failing to show proper consideration, courtesy or attention towards officers, other employees or customers of the bank.' The punishments for minor misconduct are provided in Regulation 6 of the Code. Similar provisions are incorporated in 1st Bipartite Settlement in paras 19.5 to 19.8. Para 19.5 relates to 'gross misconduct' and 19.7, 'minor misconduct'. Punishment are provided in Paras 19.6 and 19.8 respectively. It is to be noted that the minor misconduct mentioned by the learned counsel for the union in Regulation 5(j) of Chapter XI of the Code relates to a misconduct while on duty. Similar provision is there in 1st Bipartite Settlement in Para 19.7 (j) with the only change that Reg. 5 (j) & (k) of Code are combined in Para 19.7 (j) of Bipartite Settlement. Para 19.7 (j) reads :

"Failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank, unseemly or unsatisfactory behaviour while on duty"

Chapter XI, Reg. 5 (j) & (k) reads :

"(j) Failing to show proper consideration, courtesy or attention towards officers, other employees or customers of the Bank.

(k) Unseemly or unsatisfactory behaviour while on duty."

The alleged misconduct did not happen while the delinquents were on duty or in bank premises. It happened outside during a public meeting. Therefore Para 19.7 (j) is not applicable in this case. The misconduct squarely falls within Para 19.5 (j) of 1st Bipartite Settlement and Chapter XI Regulation 3 (m) of Service Code. The contention of the learned counsel before the Hon'ble High Court that in order to attract Regulation 3 (m), 'doing any act which is prejudicial to the interest of the bank' it should entail loss to the bank, was repelled by Hon'ble High Court and found

that no economic loss is required in case of misbehaviour and the element of loss would arise only in case of negligence on the part of an employee.

12. Thus, none of the instances pointed out by the learned counsel for the union are capable of showing bias on the part of Enquiry Officer or prejudice to the delinquent for violation of the rule of natural justice. No other aspects fall for consideration in the light of the remand order of Hon'ble High Court.

13. In the result, an award is passed finding that the action of the management of Canara Bank in imposing the punishment of stoppage of one increment of S/Shri Mani Thomas, K.R. Krishna Menon, Raghuthaman & N.M. Lucikutty is justified and the workmen are not entitled for any relief. No cost. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 29th day of May, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman/Union :

Nil.

Witness for the Management :

Nil.

Exhibits for the Workman/Union :

Nil.

Exhibits for the Management :

M1 : Domestic Enquiry File.

नई दिल्ली, 12 जून, 2007

का.आ. 1946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 158/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/310/98-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1946.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 158/99)

of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen which was received by the Central Government on 8-6-2007.

[No. L-12012/310/98-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, NEW DELHI

I. D. No. 158/99

In the matter of dispute between :

Shri Manoj Kumar

... Workman

Versus

Punjab National Bank

... Management

APPEARANCES

Shri Satish Chhabra A/R for the workman.

Mrs. Surbhi Rana A/R for the management.

ORDER

By this order I shall dispose of the application moved on behalf of the workman seeking amendment of date as 22-1-98 instead of 22-1-91 in sixth line of para 9 of the award. Mrs. Surbhi Rana A/R for the management states that she does not want to file any reply to the application as the amendment with regard to the correction of typographical error of date in the award from 22-1-91 to 22-1-98 is being sought. It appears that she has no objection to the amendment of the date in the award i.e. 22-1-91 to 22-1-98. Hence the application is allowed and requisite amendment of date 22-1-98 instead of 22-1-91 in the sixth line of para 9 of the award is accordingly made. This order be read as part of the Award. The application thus stands disposed of. Copy of this order be given to the parties as per rules.

Dated : 7-6-07 SANT SINGH BAL, Presiding Officer

नई दिल्ली, 12 जून, 2007

का.आ. 1947.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 27/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/241/2005-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1947.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2006) the Central Government Industrial Tribunal-cum-Labour Court, Chennai in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 12-6-2007.

[No. L-12012/241/2005-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 26th April, 2007

PRESENT

K. Jayaraman, Presiding Officer

Industrial Dispute No. 27/2006

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their workmen]

BETWEEN

Sri N. Nadarajan : I Party/Petitioner

AND

The Deputy General : II Party/Management
Manager,
State Bank of India,
Personnel & HRD section,
Madurai.

APPEARANCE

For the Petitioner : M/s. G.R. Swaminathan,
Advocates

For the Management : Mr. V.R. Gopalarathnam,
Advocate

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/241/2005-IR(B-I) dated 17-5-2006 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the claim of Shri N. Nadarajan for permanent status and reinstatement in State Bank of India, Madurai is legal and justified? If not, to what relief the workman is entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 27/2006 and notices were issued to both the

parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :

The Petitioner is an ex-serviceman who has served the Indian Army for over 18 years. Since the vacancies for the post of watchman temporary armed guard were available, the Respondent has written to the Ex-servicemen Welfare Board regarding sponsoring of candidates to fill up the vacancies. The Petitioner was called for interview and was selected and posted as temporary armed guard and he was posted in different branches of the Respondent/Bank both in Tirunelveli and Karmiyakumari districts. Thus he has worked for more than 243 days during the period from October, 1998 to September, 1999. Further, the Respondent/Management has deliberately created artificial breaks so that the Petitioner could not complete 240 days during the period of one year. While so, during December, 2003 the Branch Manager of SBI, Nanguneri branch orally informed the Petitioner that he need not report for duty thereafter. But, he has not given any notice of termination. Therefore, he filed a W.P. No. 37628/2003 before the High Court and interim order was also given and thereby the Petitioner continued to be in temporary employment till December, 2004. Ultimately, the Writ Petition was dismissed permitting the Petitioner to work out his right before labour authorities. Since the Petitioner had worked for more than 243 days he was entitled to the status of permanent workman and he should not be summarily terminated from service without following the procedure set out in I.D. Act. Therefore, the Petitioner raised a dispute before labour authorities and during the conciliation, the Respondent/Management contended that the Petitioner was not selected because of age disqualification. The Petitioner was aged only 42 years when he entered into the service of Respondent/Management. Hence, the question of age bar does not arise. Furthermore, the Respondent/Management had given permanent employment to Sri K. Murugaiah and C. Chithrakannu whose ages are 47 and 48 respectively. Similarly, one Sri E. Chelladurai was given employment in February, 2003 even though he was 46 years. Therefore, merely because he was posted in different branches, it would not mean that he has worked under different employers. Therefore, the Petitioner prays to declare that he has become permanent workman under the Respondent/Management and consequently direct the Respondent/Management to reinstate him into service with all consequential benefits.

4. As against this, the Respondent in its Counter Statement contended that Respondent/Bank used to engage Ex-servicemen at daily wages at various branches as temporary armed guards/watchmen as and when vacancies arose on account of exigencies of administration

and/or when permanent workmen/guards were on leave. Thus, the Petitioner who was an ex-serviceman was called upon to work only against leave vacancy whenever such vacancy arose. Further, this Respondent/Bank have a set of procedure for recruiting permanent employees in bank service and appointment against permanent vacancies, no temporary employee can seek permanent absorption or regularisation of service as it is only a back door entry and it is not permissible under law. Thus, the Petitioner was selected to work only as a temporary employee against leave vacancies in the branches situated within Tirunelveli district. It is not admitted that the Petitioner has worked for 243 days during the period from October, 1998 to September, 1999. Since the Petitioner was working only as a temporary employee against leave vacancies or on account of administrative exigencies, he was disengaged by the Respondent/Bank. Further, he was fully aware of the fact that the job assigned to him was temporary, intermittent and stop gap arrangement. The Petitioner was disengaged on account of non-availability of casual vacancies and his service was continued as temporary employee under the orders of High Court and he cannot claim permanent absorption nor he would get protection under the provisions of I.D. Act. The Petitioner is not entitled to permanent status. The allegation that S/Sri M. Murugaiah, C. Chitrakannu and E. Chelladurai were given employment in bank though they have crossed the age of 45 is false. Though the Petitioner was called for interview for the post against permanent vacancy in the branches of Tirunelveli district, he was found to be ineligible as he was over-aged. Therefore, he has no right to claim permanent status or reinstatement as claimed by him. The Petitioner has worked only in different capacity in different branches. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are :—

- (i) "Whether the claim of the Petitioner for permanent status and reinstatement in the Respondent/Bank at Madurai is legal and justified ?
- (ii) To what relief the Petitioner is entitled ?"

Point No. 1 :

6. The case of the Petitioner in this dispute is that he was appointed as watchman/temporary armed guard by the Respondent/Management in Tirunelveli and Kanniyakumari districts and he has worked for more than 243 days during the period of October, 1998 to September, 1999. While so, in the month of December, 2003, the Branch Manager of the Respondent/Bank at Nanguneri branch has orally informed the Petitioner that he need not report for duty thereafter. Thus, he was orally terminated by the Respondent/Bank without following the mandatory

provisions of the I.D. Act and he has filed Writ Petition before the High Court of Madras and by its interim order, he was continued to be in temporary employment till December, 2004 on which month the Writ Petition was dismissed permitting the Petitioner to work out his remedy before labour authorities. The Petitioner further alleged that he is an ex-serviceman and he was sponsored by Ex-servicemen Directorate and he was selected and posted as armed guard and since he has completed more than 240 days in one year thereby he is entitled to the status of permanent workman. Therefore, the Respondent/Bank cannot have summarily terminated his service without following the mandatory provisions under section 25F of the I.D. Act.

7. But, as against this, the Respondent contended that no doubt he was engaged as a watchman/temporary armed guard in the leave vacancy that arose on account of exigency of administration and on that ground, he cannot claim any permanent status. The Petitioner was disengaged on account of non-availability of casual vacancies. Further, merely because the Petitioner continued to work as temporary employee as per the order of High Court, he cannot claim permanent absorption nor he would get protection under I.D. Act.

8. Then again on behalf of the Petitioner it is contended that in the conciliation proceedings, the Respondent/Management contended that he was not selected for the permanent post because of his age disqualification. But, on the other hand, since the Petitioner has joined the service of the Respondent/Management during October, 1998 when his age was only 42 years. Therefore, the Respondent/Bank cannot disqualify him on the ground of age. Further, the Respondent/Management had given permanent employment to S/Sri M. Murugaiah and C. Chithrakannu, whose ages are 46 and 47 years respectively during their appointment. Similarly, one Sri E. Chelladurai was given employment in February, 2003 even though he was 46 years. Therefore, the Petitioner is entitled to become a permanent workman under the Respondent/Management and he prays for reinstatement with consequential benefits.

9. But, as against this, the Respondent contended that the Respondent/Management has got number of branches and the Respondent used to engaged ex-servicemen on daily wages on various branches as temporary armed guard/watchman as and when vacancies arise or on account of administrative exigencies or when permanent watchman/guards are on leave. The Respondent has got separate set of procedure for recruitment of permanent employees in banking service. Therefore, no temporary employee can seek permanent absorption or regularisation in service on the ground that he has served in the post for more than 240 days. It is further contended that the Petitioner was fully aware of the fact that job

assigned to him was intermittent, temporary and as a stop gap arrangement and he was not in continuous service of the bank and he has not worked for 240 days in a preceding 12 months and as such the question of termination does not arise and he has not filed any document to show that he has worked for 240 days in a continuous period of one year. The Petitioner examined himself and produced Exts. W1 to W16. Ex. W12 and W16 are copy of service certificate given by the Nanguneri branch and copy of statement of arrears of salary particulars respectively given to him. From this, learned counsel for the Petitioner contended that the Petitioner has produced document to show that he has completed 240 days in a continuous period of 12 calendar months namely from October, 1998 to September, 1999 and therefore, he is entitled to the benefits of I.D. Act and the termination made by the Respondent/Management was without following the mandatory provisions of Section 25F of the I.D. Act, which is illegal, void ab initio.

10. As against this, learned counsel for the Respondent contended that Five Judges Full Bench of the Supreme Court in a case reported in 2006 4 SCC 1 SECRETARY, STATE OF KARNATAKA & ORS. Vs. UMADEVI & ORS has held that "merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by relevant rules. It is not open to the Court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad-hoc employees who by the very nature of their appointment, do not acquire any right.... It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with open eyes. It may be true that he is not in a position to bargain—not at arm's length—since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment perpetuate illegalities and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment which is not permissible." Relying on this decision, learned counsel for the Respondent contended that the Petitioner was appointed only on temporary basis in leave vacancies and therefore, even assuming for argument sake that he has completed 240 days in a continuous period of 12 calendar months, on that ground he is not entitled to claim permanency or regular appointment. In this case, the Respondent/Bank has got separate recruitment rules for appointment of temporary guards and Ex. M1 is the copy of a policy for appointment

of guards. Since at the time of interview, the Petitioner has completed the age of 45 years, he was not selected for permanent vacancy. Further, even prior to that interview merely because the Petitioner has worked temporarily for more than 240 days, he cannot claim any benefits because as per the recruitment rules at the time of appointment for regular post, he was not eligible for the post. Under such circumstances, the Petitioner is not entitled to claim any relief in this dispute.

11. I find much force in the contention of the learned counsel for the Respondent. The Full Bench of the Supreme Court has clearly held in the decision cited supra, that "some of the authorities and departments had ignored those directions or defined those directions and had continued to give employment specifically interdicted by the orders issued by the executive. Some of the appointing officers have even been punished for their defiance. . . . The State works out the scheme taking into consideration the financial implications and the economic aspects. The Courts cannot imposed on the State a financial burden of this nature by insisting on regularisation or permanence in employment when those employed temporarily are not needed permanently or regularly." The Supreme Court has clearly stated that "merely because a temporary employee or a casual worker is continued beyond the term of his employment, he would not be entitled to be made permanent." Under such circumstances, I find though it is argued that the Petitioner has worked for more than 240 days in a continuous period of 12 calendar months, since he was temporarily appointed for the post of guard and since the Petitioner has known this fact, I am not inclined to accept that he is entitled for permanent status. As such, I find this point against the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled ?

12. In view of my foregoing findings, I find the Petitioner is not entitled for permanent status and reinstatement in the Respondent/Bank and hence, he is not entitled to any relief. No costs.

13. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 26th April, 2007.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the Petitioner : WW1 Sri N. Nadarajan

For the Respondent : MW1 Sri K. Palanisamy

Documents Marked :**For the I Party/Petitioner :**

Ex. No.	Date	Description
W1	Nil	Xerox copy of the personal and service particulars of the Petitioner
W2	11-04-74	Xerox copy of the school leaving certificate of Petitioner
W3	Nil	Xerox copy of the SSLC Marksheet of Petitioner
W4	Dec. 95	Xerox copy of the testimonial for civil employment
W5	Nil	Xerox copy of the ex-servicemen identity card
W6	29-12-95	Xerox copy of the security training certificate
W7	09-02-98	Xerox copy of the interview letter sent by Respondent
W8	18-07-03	Xerox copy of the service certificate issued by Respondent/Bank
W9	02-06-98	Xerox copy of the letter from Respondent/Bank to Petitioner
W10	Nil	Xerox copy of the list of watchmen in the Respondent/Bank at Tirunelveli District
W11	01-11-01	Xerox copy of the service certificate issued to Petitioner
W12	12-11-02	Xerox copy of the service certificate issued to Petitioner
W13	04-06-03	Xerox copy of the service certificate issued by Nagercoil Branch of Respondent/Bank
W14	16-09-03	Xerox copy of the service certificate issued by Respondent
W15	24-04-03	Xerox copy of the service certificate issued by Respondent/Bank branch at Kalkulam
W16	Nil	Xerox copy of the statement showing arrears of salary and allowance payable to Petitioner

For the II Party/Management :

Ex. No.	Date	Description
M1	01-04-98	Xerox copy of the letter containing policy for ppointment of guards..

नई दिल्ली, 12 जून, 2007

का.आ. 1948.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 36/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/154/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1948.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2006) the Central Government Industrial Tribunal-cum-Labour Court, Chennai in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 12-6-2007.

[No. L-12012/154/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Monday, the 21st May, 2007

PRESENT

K. Jayaraman, Presiding Officer

Industrial Dispute No. 36/2006

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their workmen]

BETWEEN

Sri A. Mohammed : I Party/Petitioner
Shamshuddeen

AND

The Assistant General : II Party/Management
Manager
State Bank of India,
Region III,
Z.O., Tiruchirappalli.

APPEARANCE

For the Petitioner : M/s. Balan Haridas &
R. Kamatchi Sundaresan,
Advocates

For the Management : Mr. V. R. Gopalarathinam,
Advocate

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/154/2005-IR(B-I) dated 6-6-2006 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the punishment of dismissal from service w.e.f. 5-7-2001 imposed on Shri A. Mohammed Shamshuddeen by the management of State Bank of India, Trichy, is legal and justified ? If not, to what relief the workman is entitled to ?”

2. After the receipt of the reference, it was taken on file as I.D. No. 36/2006 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner is an ex-serviceman and he has joined the services of the Respondent/Bank on 17-11-88 as a clerk-cum-cashier after passing the competitive and the Petitioner was posted in Athanavur branch of Respondent/Bank and he was confirmed on 17-5-89. While so, the Petitioner purchased two National Savings Certificates of Rs. 10,000 and Rs. 1000 from Tirupattur post office through an agent and the same were matured on 17-3-98. While working in Athanavur branch, he obtained loan on the said NSCs from Athanavur branch during 1992. The monthly instalments and interest were debited from the salary of Petitioner and the same was credited to loan account periodically. On 13-3-97, he was transferred to Thirukoilur branch of Respondent/Bank and consequently, loan documents including NSC bonds were also transferred to Thirukoilur branch as per usual practice. Due to lapse of time, the Petitioner had completely forgotten the maturity date of NSC bonds. When the Petitioner planned to go to Jolarpettai on 16-4-98, the Petitioner applied for sick leave, since he has no leave at his credit. On coming to know that the Petitioner is proceeding to Jolarpet, the Branch Accountant, Thirukoilur handed over the short credit schedule along with the NSC of the Petitioner in a cover addressed to Branch Manager, Athanavur and requested the Petitioner to hand over the same to the Branch Manager, Athanavur and as such, the Petitioner handed over the cover to Branch Manager, Athanavur and he after cancelling the lien on the NSC bonds directed the Petitioner to go to Tirupattur branch for further action and when the Petitioner enquired at Tirupattur branch, he was informed to contact NSC agent who will do the needful. After realising the proceeds, the agent gave the realized amount to the Petitioner on 16-4-98 evening with its enclosures. After

completion of the work, the Petitioner was planning to go back to Thirukoilur on 17-4-98 and he kept the amount realized on the NSC bond in the side box of his motorbike and proceeded to Vaniyampadi from Jolarpet. However, his motorbike was met with an accident while he was travelling and the Petitioner suffered with multiple injuries in his right hand and had become unconscious. Fortunately, the Petitioner's friend Dr. J. Prasanna, a veterinary doctor who happened to travel in that side saw the Petitioner and admitted the Petitioner in Nikin hospital belong to Dr. S. Dilipan. The said doctor S. Dilipan is uncle of Dr. J. Prasanna and the Petitioner was unconscious for three days in his hospital and he could not give extension of leave for 17-4-98 to 19-4-98 and on 11-5-98, the Petitioner has given a telegram requesting for extension of leave. After regaining consciousness, he came to know that his belongings including the amount collected from NSC agent and was kept in motorbike box were missing. But, he was advised to continue the bed rest and he could not inform the same to Respondent/Bank immediately. After recovery, he joined duty on 20-6-98 and submitted leave letter for the period from 16-4-98 to 19-6-98 which was supported by medical certificates. Since there was no damage to the vehicle, no claim was lodged with the insurance. The Petitioner's friend who had hospitalised the Petitioner are also not given any police complaint. Since he lost the money which he has received by realizing the NSC bond, he could not immediately pay the amount in repayment of loan availed by him. But, the Respondent/Bank was recovering the principal and interest from the salary of the Petitioner. On 5-9-98 the entire loan was repaid and the loan account itself was closed. While so, the Respondent/Bank with an ulterior motive issued a letter dated 12-4-99 alleging as if the Petitioner had fraudulently encashed the NSC certificates at Tirupattur post office by getting the lien cancelled at Athanavur branch by false representation and he was suspended from service from 27-5-99 and issued a charge memo on 9-12-99 and four charges were framed against him. Out of these three charges relate to the Petitioner receiving NSC certificate and short credit register and encashment of NSC certificates. The fourth charge relates to the medical certificate submitted by the Petitioner for the period of his absence. The Enquiry Officer has conducted the enquiry and in his report he has held that charge No. 1 to 3 were proved and the charge No. 4 was not proved. After the usual formalities, the Disciplinary Authority imposed the punishment of dismissal on 5-7-2001. The appeal preferred by the Petitioner was also summarily rejected by the Appellate Authority. The Enquiry Officer contrary to the material on record in a most perverse manner held that charge Nos. 1 to 3 have been proved and without applying his mind, the Disciplinary Authority agreed to the findings of the Enquiry Officer and dismissed the Petitioner from service. The Appellate Authority also without considering the grounds raised by the Petitioner rejected the appeal. The Respondent/Bank had given the

loan on the deposit and the Respondent/Bank had charged interest @ 13% per annum and they also demanded promissory note dated 14-10-97. The first charge levelled against the Petitioner is that he after receiving two NSC bonds along with short credit did not hand over the same to Tiruppattur branch and instead encashed it fraudulently at Tiruppattur post office after cancelling the lien on NSC bonds at Athanavur branch of Respondent/Bank. But without examining the Branch Manager of Tiruppattur or Athanavur, the Enquiry Officer has held that the charge have been proved against him. It is only the Branch Accountant at Tirukkoilur has asked the Petitioner to hand over the NSC bond to the Branch Manager, Athanavur, as such, the Petitioner has handed over the same to the Athanavur Branch Manager. The Athanavur Branch Manager on his own cancelled the lien on the NSCs and returned the same with instruction to encash the NSC bonds at Tiruppattur and when the Petitioner gone to Tiruppattur branch, he had been directed to encash the same through NSC agents. Further, only after the Petitioner was joined duty, the acknowledgement for receipt of NSCs was obtained from him. Since the Tirukkoilur branch has not maintained any despatch register, they have not produced before the enquiry. Further in the enquiry, the Respondent/Bank had not examined the Branch Manager of Athanavur branch who had cancelled the lien in NSCs. There had been no misrepresentation of any sort from the Petitioner. The allegation that the Petitioner had made a false representation was also not proved. Therefore, the allegation of fraudulent encashment of NSCs was not proved in the enquiry and further, the allegation that false representation made to Branch Manager was also not proved. The second charge against the Petitioner is that he has made misappropriation of Rs. 22,165 by not remitting in demand loan account at Tirukkoilur branch. It is evident that when the Petitioner met with the accident, he could report for duty only on 20-6-98. In the enquiry, the Petitioner proved that he met with an accident and hospitalised and he further lost the money which he had encashed by surrendering the NSCs. Any how, the Petitioner on 5-9-98 had cleared the entire loan. Therefore, the allegation of misappropriation will not lie against the Petitioner. The third charge framed against the Petitioner is that he did not hand over short credit schedule dated 7-4-98 pertaining to Tirukkoilur branch along with enclosures to Tiruppattur branch as undertaken at the time of receiving the same and that he deliberately removed/destroyed the short credit schedule with an intent to defraud the bank and to mislead the Athanavur branch that the NSCs are free from encumbrance. But this charges was also not proved with any satisfactory evidence. The Respondent/Bank failed to prove that the Petitioner had removed the short credit schedule while giving it to the Branch Manager, Athanavur. While nothing has been proved in the enquiry, The Enquiry Officer in a most perverse manner held that this charge has been proved on

surmises and conjectures. There was no dispute that the Petitioner met with an accident by holding that the 4th charge has not been proved. When charge No. 4 is not proved, then charges 1 to 3 ought to have been held as not proved. Therefore, without any material and without any basis, the Respondent/Bank has dealt with the Petitioner in a most harsh manner and imposed the penalty of dismissal. The loan amount was also closed. After closing the account and when nothing remained in the matter, the Respondent/Bank made an issue in which nothing remained. The Petitioner is innocent and he has not committed any such misconduct. Further, the Enquiry Officer has found that the Petitioner is guilty under para 521(4)(g) of Sastry Award which deals with wilfully slowing down in performance of work. Thus, without applying his mind, he has dealt with the case. In any event, the punishment of dismissal imposed on the Petitioner is grossly disproportionate to the charges levelled against him. Therefore, this Tribunal has got every power to interfere with the quantum of punishment under Section 11A of the I.D. Act. Further, even in case of misappropriation, falsification of records etc. the Respondent/Bank has taken a lenient view and imposed minor penalties such as increment cut etc. However, in the case of Petitioner the extreme penalty of dismissal has been imposed. This amounts to hostile discrimination. Hence, for all these reasons, the Petitioner prays this Tribunal to reinstate him into service with full back wages and other attendant benefits.

4. As against this, the Respondent in its Counter Statement alleged that the Petitioner was charge sheeted on 9-12-2000 for four misconducts/irregularities alleged against him. After going through the formalities, an enquiry was ordered to be initiated against him and the Enquiry Officer after giving an adequate opportunity to the Petitioner which was conducted in a fair and proper manner and the principles of natural justice were also fully complied with, has given a report that out of the four charges, charge Nos. 1 to 3 have been proved and the Disciplinary Authority after going through the evidence, materials placed before him proposed to impose the punishment of dismissal without notice and imposed the punishment of dismissal without notice on 5-7-2001. The Appellate Authority also confirmed the same by his order dated 14-11-2002. It is false to contend that Branch Accountant of Tirukovilur had handed over short credit schedule along with NSC of the Petitioner in a cover addressed to the Branch Manager, Athanavur and requested the Petitioner to handover the same to Branch Manager, Athanavur and get the proceeds as stated. On the other hand, on the request of the Petitioner, short credit schedule in a cover with NSCs were handed over to the Petitioner which was addressed to Tiruppattur branch. The Petitioner had tampered with the cover and documents and fraudulently obtained no lien from Athanavur branch and the Petitioner had intentionally collected the proceeds from Tiruppattur

post office. Thus, the Petitioner retained the amount thereby misappropriated the same and kept the proceeds with him. The Enquiry Officer had analysed the charges, oral and documentary evidences produced and came to the conclusion that charges 1 to 3 were proved and charge No. 4 was not proved. It is wrong to state that the Disciplinary Authority without applying his mind with the materials available on record agreed with the findings of the Enquiry Officer. Only on the request of the Petitioner, the Branch Accountant had handed over the short credit schedule with NSCs to the Petitioner to hand it over to the Branch Manager, Tiruppattur. It is wrong to state that the Petitioner had gone to Tiruppattur branch and he had been directed to encash the same through NSC agent. Merely because the Petitioner closed the account by repaying the loan later does not absolve him from the misconduct committed by him. In banking service, integrity and honesty are in built requirements of functioning and hence, the punishment imposed on the employee for the proved misconducts was commensurate with the same. The consideration of records of service is immaterial and irrelevant, if the misconducts are very grave. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in his rejoinder alleged that the allegation as if the Petitioner gave an acknowledgement in SC register for having taken delivery of short credit schedule along with enclosure is without any substance. The signature of the Petitioner acknowledging NSCs was obtained in SC register only during August, 1998 and it is the Accountant who had written and only the signature of the Petitioner was obtained by the bank authorities. Further, he has not received NSC on 7-4-98. On the other hand, NSCs were given to the Petitioner only on 15-4-98 and this acknowledgement was also obtained only in the month of August, 1998 after the Petitioner rejoined duty after the accident. The cover was addressed only to Athanavur Branch Manager and not Branch Manager of Tiruppattur. Even in the charge memo there is no allegation of tampering with cover and documents. But, with an ulterior motive, it is alleged that something which was not the charge in the Counter Statement. Therefore, the question of any fraud does not arise. Neither the Branch Manager of Tiruppattur nor Branch Manager of Athanavur has been examined in the enquiry to prove the wild allegations. The fourth charge levelled against the Petitioner was in respect of absence owing to accident. The Enquiry Officer after considering the medical records of the Petitioner held this charge as not proved. When the charge No. 4 is held to be not proved, it shows only that the Petitioner was injured in the accident and had lost the money kept in motorbike in that process. Hence, the question of misappropriation does not arise. Therefore, the question of levelling charge also does not arise. Hence, he prays that an award may be passed in his favour.

6. In these circumstances, the points for my consideration are :—

- (i) "Whether the punishment of dismissal from service imposed on the Petitioner by the Respondent/Bank is legal and justified ?"
- (ii) "To what relief the Petitioner is entitled ?"

Point No. 1 :

7. In this case, the order of punishment imposed on the Petitioner is namely 'dismissal from service without notice'. The Petitioner questions the order of punishment imposed against him on the ground that the charges have not been proved against him and the Enquiry Officer has given a perverse finding and the Disciplinary Authority without going through the relevant records and without applying his mind has accepted the findings and imposed the punishment of dismissal without notice and the Appellate Authority has also confirmed the same. On the side of the Petitioner, including enquiry proceedings and charge sheet have been marked as Ex. W1 to W12. On the side of the Respondent, 2 documents have been marked as Ex. M1 & M2 and no witness was examined on either side.

8. Learned counsel for the Petitioner argued that four charges were framed against the Petitioner and the first charge against the Petitioner is that the Petitioner after receiving two National Savings Certificate bonds along with short credit did not hand over the same to Tiruppattur branch, instead he had encashed it fraudulently at Tiruppattur post office after cancelling the lien on the NSC bonds at Athanavur branch of Respondent/Bank by making false representation that both the NSCs were free from encumbrance as the relative loan against them had been liquidated. Though it is alleged that the NSC bonds and short credits were addressed to Tiruppattur branch, there is no cogent evidence to show that it was addressed to Tiruppattur branch, on the other hand, it is the case of the Petitioner that on 15-4-1998, NSCs were handed over by the Branch Accountant, Tirukovilur branch for handing over the same with Branch Manager, Athanavur. The NSCs along with short credit were handed over to Athanavur Branch Manager and he on his own cancelled the lien on NSCs and returned the same with instruction to encash the NSC bonds at Tiruppattur branch. When the Respondent/Bank alleged that the cover was addressed to only Athanavur branch, the Respondent/Bank must have examined either the Branch Manager of Athanavur or the Branch Manager of Tiruppattur to establish before the domestic Tribunal that the Petitioner has fraudulently handed over the same to Athanavur branch and with an intention to defraud the branch, he has fraudulently made a representation to Athanavur Branch Manager that lien over the NSC bonds had been cancelled. But, the Respondent/Bank has not examined either the Branch Manager of Athanavur or the Branch Manager of

Tiruppattur, on the other hand, the Enquiry Officer has relied on the statement given by the Branch Accountant of Tirukovilur branch, who has made correction in the short credit register. Though the answer given by the Accountant is not satisfactory for correcting the name of the place from Athanavur to Tiruppattur, he has made reliance on the deposition of the Accountant. Further, the deposition given by the Accountant is far from satisfactory because he has not given any satisfactory evidence as to what reason he has made these entries in short credit register. In these circumstances, the evidence of Athanavur Branch Manager is very important because, if it is to be established before the domestic Tribunal whether the petitioner has made misrepresentation with regard to the discharge of loan and whether the Branch Manager of Athanavur has received the cover in tact or with open documents. But, all these things have not happened. On the other hand, with the vague evidence of the Branch Accountant, the Enquiry Officer has come to the conclusion that this charge has been proved against the Petitioner. Similarly, the 2nd charge namely that after encashing the NSCs on 16-4-1998 the Petitioner has misappropriated the sum of Rs. 22,165 by not remitting in the demand loan account at Tirukoilur branch. Learned counsel for the Petitioner further contended that the case of the Petitioner that after encashment of NSC, the Petitioner met with an accident and he could report for duty only on 20-6-1998 i.e. after more than two months and in that accident, the Petitioner has lost the money which was kept in the motorbike side box. Further, in the enquiry, it is proved by the Petitioner through Doctor's witness that he has met with an accident on that date and he has lost the money which he had encashed by surrendering NSCs. Therefore, the Petitioner could not immediately remit the money back. In fact, the fourth charge against the Petitioner is that the Petitioner has given false medical certificates and not given the copy of FIR etc. with regard to the incident. But, the Enquiry Officer has come to the conclusion that the 4th charge has not been proved by prosecution. Therefore, there had been no dispute that the Petitioner met with the accident by holding that the 4th charge has been proved. When charge No. 4 is not proved, consequently, charges 1 to 3 ought to have been held as not proved by the Enquiry Officer. On the other hand, the Enquiry Officer with a pre-determined mind has come to the conclusion that the charges 1 to 3 have been proved and charge No. 4 which was framed against the Petitioner that he has given false medical certificates with regard to the incident was not proved. Again, learned counsel for the Petitioner contended that the third charge framed against the Petitioner is that he did not hand over the short credit schedule pertaining to Tirukoilur SC No. 26 dated 7-4-98 along with its enclosures as undertaken at the time of receiving the same and the Petitioner had deliberately removed/destroyed the SC schedule with an intent to defraud the bank and to mislead Athanavur branch. Here again, in order to substantiate

this contention, the Respondent/Management must have examined both Branch Manager of Athanavur and Tiruppattur branches, but the Respondent/Management has not examined both of these important witnesses. On the other hand, the Enquiry Officer has come to the conclusion that this charge has also been proved with the vague inferences to be drawn from the evidence of Respondent witness namely Branch Accountant of Tirukoilur branch. It is important to note that when the allegation against the Petitioner that he has misled the Athanavur branch with regard to NSC, it is the bounden duty of Respondent to examine Athanavur Branch Manager to establish before the domestic enquiry as to what had happened during the incident. On the other hand, the Respondent has not given any satisfactory explanation for not examining the Branch Manager of Athanavur or Tiruppattur for the reasons best known to them.

9. As I have already stated the Branch Manager of Athanavur is an important witness in these circumstances, since it has to be established before the domestic Tribunal whether the cover contained NSC certificates along with short credit were received openly or with a closed cover addressed to Athanavur Branch Manager. But, I think, the Enquiry Officer has come to the conclusion that the Petitioner has misled the Branch Manager of Athanavur and he has fraudulently stated that the loan has been discharged only on surmises and conjectures. There is no direct evidence to establish the charge framed against the Petitioner. Even though direct evidence was with the Respondent/Management, I think for the reasons best known to them, they have not examined the best witnesses available with them. Further, in this case, it is evident from records that the Branch Accountant of Tirukoilur has not taken immediate steps to get the amount matured in the NSC after the maturity date, therefore, even with regard to handing over of the letter with NSC and short credit to the Petitioner is doubtful. Under such circumstances, I find much force in the arguments of learned counsel for the Petitioner.

10. Then, the learned counsel for the Respondent contended that with the available evidence, the Enquiry Officer has come to the right conclusion that the Petitioner has misappropriated the bank's money and he has not reported about the alleged accident immediately to the Respondent/Bank and it is established before this Tribunal that till the date the Respondent/Bank issued the charge memo, he has not reported the accident nor the money lost by him. This clearly establishes the charge framed against him that he has misappropriated the funds and he relied on the rulings reported in 1996 1 LLJ 811 ADDITIONAL DISTRICT MAGISTRATE, AGRA Vs. PRABHAKAR CHATURVEDI AND ANOTHER, wherein in a similar case of misappropriation, the Supreme Court has held that "thus, there was a temporary misappropriation of this amount for a period of eight months and less and Respondent No. 1

and his associate have admitted this fact in writing and deposited the amount on 15th December, 1984..... In the domestic enquiry, when it was imposed the punishment of dismissal, the Supreme Court has held that "having considered the rival contention and also having gone through the written submissions filed on behalf of the Respondent No. 1, we find that order of High Court cannot be sustained. In this case, Respondent No. 1 had himself admitted by statement dated 14-12-1984 that he has received the amount of Rs. 21,000 and odd and which could not be deposited by him along with his associate on account of their carelessness and fault. It is difficult to appreciate how the said statement could be said to have been brought about by any coercion and tried to be submitted on behalf of the Respondent No. 1..... When the Respondent No. 1 was guilty of misappropriation of such a large amount of Rs. 21,000, and odd for couple of months, it could not be said that the punishment of dismissal as imposed on him was in any way uncalled for or was grossly disproportionate to the nature of the misconduct proved against the Respondent No. 1." Learned counsel for the Respondent further relied on the rulings reported in AIR 2000 SC 3129 JANATHA BAZAR Vs. SECRETARY, SAHAKARI NOUKARARA SANGH, Wherein the Supreme Court in a case of misappropriation has held that "once the act of misappropriation is proved, may be for a small or large amount, there is no question of showing uncalled for sympathy and reinstalling the employees in service and law on this point is well settled. In view of the proof of misconduct, a necessary consequence will be that the management has lost confidence that the workman would truthfully and faithfully carry on his duties and consequently, the Labour Court rightly declined to exercise the power under Section 11A of the I.D. Act to grant relief with minor penalty." It further held that "in case of proved misappropriation, in our view, there is no question of considering the past records. It is the discretion of employer to consider the same in appropriate cases, but the Labour Court cannot substitute the penalty imposed by the employer in such cases." Relying on these two decisions, learned counsel for the Respondent contended that though the Petitioner has given an explanation for not depositing the amount which was collected through NSC, it is clear that he has not informed the concerned branch about the lost of the amount and also collection of amount from the concerned post office. It is clear that he has misappropriated the amount without informing the respective branches. Under such circumstances, it is to be noted that charges framed against the Petitioner namely misappropriation has been established with all documents and oral evidence adduced before the domestic enquiry. Therefore, the Petitioner cannot question the findings of Enquiry Officer nor imposition of punishment by the Disciplinary Authority.

11. Though I find much force in the contention of the learned counsel for the Respondent, in this case, no

doubt, the Petitioner has not reported the collection of amount and also lost of the money immediately to the Respondent/Bank, but when the charge No. 4 namely that the Petitioner has given false medical certificate dated 16-5-98 and claiming the medical leave, which was found not proved by the Respondent authorities, I find the fact of accident has been admitted by the Respondent/Management by not proving this charge. Further, in this case, it is admitted by both sides that the loan obtained by the Petitioner on NSC has been discharged with interest. Under such circumstances, no doubt, the Petitioner has done some mistake, but the punishment imposed by the Respondent authorities is grossly disproportionate to the charges framed against the Petitioner. Therefore, I find the punishment of dismissal from service imposed on the Petitioner by Respondent/Management is not justified.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled ?

12. In view of my foregoing findings, that the imposition of punishment of dismissal on the Petitioner is not proportionate to the charges framed against him, I find the Petitioner is entitled to reinstatement in service. But, in this case, though the Petitioner alleged that he is innocent, he has not established before the domestic Tribunal about his innocence. On the other hand, when he has admitted that he has taken the NSC which was deposited by him to the bank for collection through Athanavur branch and though he has realized the amount he has not informed and the accident which has taken place to him near Vaniyampadi, he has not informed even after his recovery to the Respondent/Bank. Under such circumstances, I find he has also done some mistake. Under such circumstances, it cannot be said that he is innocent. Therefore, though I order for reinstatement of the Petitioner into service, he is not entitled to any back wages. Therefore, I direct the Respondent/Management to reinstate the Petitioner into service with continuity of service and other attendant benefits, but without any back wages. No Costs.

13. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st May, 2007).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Marked :—

For the I Party/Petitioner :

Ex No.	Date	Description
W1	09-12-99	Xerox copy of the charge sheet
W2	27-01-00	Xerox copy of the explanation to charge sheet

Ex. No.	Date	Description
W3	Nil	Xerox copy of the enquiry proceedings.
W4	Nil	Xerox copy of the documents marked in enquiry
W5	Nil	Xerox copy of the defence brief
W6	21-03-01	Xerox copy of the enquiry report
W7	22-03-01	Xerox copy of the letter of Disciplinary Authority
W8	28-04-01	Xerox copy of the comments on enquiry report
W9	19-05-01	Xerox copy of the 2nd show cause notice
W10	05-07-01	Xerox copy of the dismissal order
W11	31-08-01	Xerox copy of the appeal preferred by Petitioner
W12	14-11-02	Xerox copy of the order rejecting the appeal

For the II Party/Management :

Ex. No.	Date	Description
M1	08-06-01	Xerox copy of the minutes of personal hearing before the Disciplinary Authority
M2	08-09-01	Xerox copy of the proceeding of the personal hearing before Deputy General Manager.

नई दिल्ली, 12 जून, 2007

का.आ. 1949.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 244/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-6-2007 को प्राप्त हुआ था।

[सं. एल-12025/01/2007-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 244/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of Hyderabad and their workmen, which was received by the Central Government on 12-6-2007.

[No. L-12025/01/2007-IR (B-I)]
AJAY KUMAR, Desk Officer**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD****PRESENT:**

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 10th day of May, 2007

Industrial Dispute L. C. I. D. No. 244/2004**BETWEEN:**Sri G. B. Nagaraju,
S/o G. B. Narsing Rao,
R/o 158, Doubton Bazar,
Secunderabad

... Petitioner

AND1. The Manager,
State Bank of Hyderabad,
Tank Bund Branch,
Hyderabad2. The Dy. General Manager,
State Bank of Hyderabad,
DGM's Secretariat, Zonal Office,
Hyderabad

... Respondent

APPEARANCES:For the Petitioner : M/s. R. Yogender Singh,
C. V. N. Rama Krishna and
B. Pavan Kumar, Advocates.For the Respondent : M/s. K. Keshavardhan Reddy
and B. Sadanandam,
Advocates.**AWARD**

This case was taken in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in 1997(3) LLJ Supplement, page 1141 in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others. This is a petition filed by the Petitioner G. B. Nagaraju against the Manager, State Bank of Hyderabad, Tank Bund Branch, Hyderabad as Respondent No. 1 and Dy. General Manager of State Bank of Hyderabad, Zonal Office, Hyderabad as Respondent No. 2 under Sec. 2A(2) of Industrial Disputes Act, 1947 seeking the relief to set aside the oral termination order dated 2-5-2004 and directed the Respondent to reinstate him with continuity of service with back wages and regularize his services.

2. Petitioner has stated that he was engaged by the 1st Respondent as a casual labour on daily wages for a period of 68 days in the year 1997 and 89 days during the year 1998. He was also proposed to the 2nd Respondent

on 11-8-1999 for sanction of the post of part-time employee on consolidated/scale wage and the same was rejected by the 2nd Respondent. In fact the Petitioner worked for more than said specified days and the same can be proved if the petty cash register of the R1 is produced. It is further submitted that he was engaged in the year 2000 for a period of 60 days and the extracts of the petty cash register shows that he was engaged during the years 2001-02 and 2003 and thereafter he was engaged upto 30th April, 2004 and he was orally terminated w.e.f. 1-5-2004 in violation of provisions of Sec. 25 F of Industrial Disputes Act, 1947. It is further submitted that he worked for 247 days from October 1997 to August 1998 and thereafter he was engaged for 178 days.

3. The Respondent No. 1 filed his counter and denied the averments made in the petition and pleaded that the Petitioner was not engaged during the years 1997, 1998 and 1999 and the documents filed by the Petitioner did not belong to the Respondent. It is further submitted that as per the records available with the bank the Petitioner was engaged on daily wages totalling for a period of 10 days in the months of November and December, 2001. The first day of engagement being 28-11-2001. The Petitioner was engaged totalling for 92 days during the year 2002 and 66 days from January 2003 to 18th June, 2003. The payment made to the Petitioner including the amounts paid towards other miscellaneous expenses incurred by the bank also. Therefore, the quantum of amount paid to the Petitioner is not a criteria for fixing the number of days.

4. The Petitioner filed his affidavit in support of his petition and got marked documents Exts. W1 to W7, which are Xerox copies and as follows : Ex. W1 is the Petitioner's employment card. Exts. W2 and W3 are proposal letters to R2. Ex. W4 and W5 are particulars showing engagement of the Petitioner. Ext. W6 is the petty cash register. Ex. W7 is the letter for appointment on consolidated wage. Petitioner stated that he was engaged for a period of 68 days during 1997 and 89 days during 1998. A proposal was extended to 2nd Respondent on 17-8-97 for the sanction of the post of part time employee on consolidated wages which was rejected by 2nd Respondent. He further stated that he worked entire period during the year 2000 but the letter dated 23-12-2000 is showing only 60 days. He further stated that he was engaged upto 30-4-2004 and he was terminated without assigning any reason.

5. The first Respondent filed the affidavit of Sri D. Krupa Rao, Manager of the Respondent bank and stated that the Petitioner was not engaged during the years 1997, 1998 and 1999. In fact, he was engaged for a period of 10 days in the months of November and December, 2001 and the 1st day of engagement being 28-11-2001. He was engaged totally for 90 days during the year 2002 and 66 days from January 2003 to 18-6-2003. The payments made to the persons engaged casually, included amounts towards

other miscellaneous expenses incurred by the bank. The extracts of the cash register shows regarding the engagement of the Petitioner for the said period.

6. The Learned Counsel for the Petitioner contended that the Petitioner was engaged by the first Respondent during the year 1997 and worked till he was removed continuously. The proposal was sent to the 2nd Respondent for sanction of the part time employee on consolidated basis which was rejected by the second Respondent, the Petitioner who was working in the service branch of the Respondent was shifted to the Respondent's office during the year 1999. As such he was asked to attend the duties at the 1st Respondent branch and further contended that the Respondent did not produce the petty cash register which shows the number of days worked by the Petitioner and further contended that the Petitioner has worked for more than 240 days continuously as such he cannot be retrenched and the Petitioner is entitled for regularization. It is further argued that the Petitioner was paid bonus of Rs. 22 dated 24-6-98 which shows that he worked during that year. It is further contended that the persons who are engaged subsequent to the Petitioner was regularized and considered their names for consolidated wages.

7. The Learned Counsel for the Respondent contended that the Petitioner did not adduce any evidence in support of his claim that he worked for 247 days continuously and further contended that the documents filed by the Petitioner are Xerox copies which were not authenticated by the Respondent and the Petitioner could not establish as to how he got those documents and further contended that the documents filed by the Petitioner are not genuine. Further contended that even assuming that the Petitioner worked for more than 240 days, he will not derive any legal right since the Petitioner could not prove that he was engaged against the sanctioned vacant post and further contended that the burden of proof lies on the Petitioner to adduce cogent evidence both oral and documentary and the mere affidavit which is self-serving will not suffice. And relied on rulings : 2006(2) Supreme Court cases 702, 2006(1) Supreme Court cases page 106, 2006(2) Supreme Court cases page 716 and 1994 LAB. IC. 1370.

8. It is not in dispute that the burden of proof lies on the Petitioner to prove that he worked for more than 240 days continuously in a calendar year and that he is entitled to the relief. The documents filed by the Petitioner are only Xerox copies which were disputed by the Respondent. The Petitioner could not state in his evidence as to how he got the documents. Further, the documents do not show that the Petitioner has worked continuously for a period of 240 days in any calendar year. The Petitioner claimed that he has worked continuously but the documents filed by him do not show about his continuous engagement by the Respondent. The Petitioner himself has admitted that he

was engaged intermittently. The Respondent has filed attested copy of the petty cash register to substantiate the plea of the Respondent regarding his engagement for certain period as claimed in the counter. It should be noted that the Petitioner has not taken steps to call for the records from the bank, such as, muster rolls, petty cash register and it is not his case that the Respondent bank has suppressed documents. As such drawing adverse inference by this Court does not arise. The mere affidavit filed by the Petitioner which is self-serving statement of the Petitioner will not suffice. It should be noted that even the Petitioner was engaged for 240 days that itself would not confer any legal right upon him to be regularized in service. It was settled law that a daily wager does not derive any legal right as he is not appointed in terms of the provisions of the Act and Rules framed therein. I am supported by the rulings in 2006(2) SCC page 716, para 17, wherein it was held : "The question raised in this appeal is now covered by a decision of this Court in *M. P. Housing Board V. Manoj Shrivastava* wherein this Court clearly opined that : (1) when the conditions of service are governed by two statutes : One relating to selection and appointment and the other relating to the terms and conditions of service, an endeavour should be made to give effect to both the statutes; (2) a daily-wager does not hold a post as he is not appointed in terms of the provisions of the Act and the Rules framed thereunder and in that view of the matter he does not derive any legal right; (3) only because an employee had been working for more than 240 days that by itself would not confer any legal right upon him to be regularized in service; (4) if an appointment has been made contrary to the provisions of the statute the same would be void and the effect thereof would be that no legal right was derived by the employee by reason thereof."

9. On considering the evidence adduced by both the parties, I hold that Petitioner is not entitled for any relief and award is passed accordingly dismissing the petition. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 10th day of May, 2007.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri G. B. Nagaraju	MW1 : Sri D. Krupa Rao

Documents marked for the Petitioner

Ex. W1 : Copy of WW1's employment card
Ex. W2 : Copy of proposal letter to R2
Ex. W3 : Copy of Proposal letter to R2

Ex. W4 : Copies showing the engagement of WW1
Ex. W5 : Copies showing the engagement of WW1
Ex. W6 : Copy of Petty cash register
Ex. W7 : Copy of letter for appointment on consolidated wages

Documents marked for the Respondent

Ex. M1 : Extracts of petty cash register.

नई दिल्ली, 12 जून, 2007

का.आ. 1950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण सं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/72/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-6-2007 को प्राप्त हुआ था।

[सं. एल-41012/34/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/72/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, which was received by the Central Government on 12-6-2007.

[No. L-41012/34/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

Shri A. A. Lad, Presiding Officer

Reference No. CGIT-2/72 of 2000

Employers in relation to the management of Central
Railway, Mumbai

The Sr. Divisional Mechanical Engineer (D),
Kurla Diesel Loco Shed,
Central Railway,
Mumbai-400024.

Versus

Their Workman

Shri Sagarmal Gujrathi,
Century Rayon Harijan Chawl,
Old 'C' Type, Room No. 36,
Ulhasnagar-1,
Dist. Thane.

APPEARANCES:

For the Employer : Ms. D. Fernandes, Advocate

For the Workman : Mr. K. R. Yelwe, Advocate.

Mumbai, dated 27th April, 2007

AWARD

PART-II

The Government of India, Ministry of Labour by its Order No. L-41012/34/2000/TR (B-I) dated 3/16-8-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Senior Divisional Mechanical Engineer (D), Kurla Diesel Loco Shed, Mumbai by dismissing the services of Mr. Sagarmal Gujrathi, Ex-Safaiwala w.e.f. 20-4-1998 is justified ? If not, what relief the workman is entitled to?"

2. Workman Shri Gujrathi was appointed as substitute Safaiwala in 1980 and was regularised from 30-3-1982 in the office of Assistant Mechanical Engineer, Kurla Diesel Loco Shed, Kurla. Vide claim statement (Exhibit-6) workman averred that he worked sincerely and efficiently however unfortunately during the period from 12-5-1993 to 15-6-1995 and again from 16-5-1996 to 2-7-1996 he could not attend duties due to illness of his wife and children and that his aged mother was also ailing and that he had to take leave to look after them. It is pleaded that as he remained absent he was suspended from 10-12-1997 by the order of the Assistant Mechanical Engineer (D) however ten days thereafter, his suspension was revoked and was taken on duty and that domestic inquiry was initiated against him. It is contended that management Railway Department issued charge sheet on his absence for the period as above however he being poor and belongs to weaker section without holding proper inquiry and giving him opportunity based on the report dated 14-1-1998 management dismissed him from service w.e.f. 20-4-1998. It is contended that workman had tried to seek redress from the higher authorities but in vain therefore he contended inquiry being not fair be set aside directing the management to reinstate him in service.

3. Management Railway Department resisted the claim of workman vide Written Statement (Exhibit-10)

contending that Railways is not an industry and that Gujrathi is not a workman within the provisions of the Industrial Disputes Act. It is further contended that since the Union of India has not been made party the reference suffers from non-joinder of necessary parties and averred that the Central Administrative Tribunal is the competent authority and not this Tribunal. According to management workman remained absent from 17-5-1993 to 15-6-1995 for which he was given charge sheet dated 23-8-1995 and again he remained absent from 16-5-1996 to 2-7-1996 and for that he was issued charge sheet dated 19-7-1996. However, workman though received the charge sheet remained absent who did not produce medical certificate for the alleged illness of his family members and therefore his absence being unauthorised his services were terminated by the order dated 20-4-1998 and that appeal and the mercy petition preferred by him were turned down vide order dated 15-10-1998 and 10-4-1999. It is contended that inquiry being fair and proper and the findings not perverse and that the Railway is not an industry and that the C. A. T. is the competent forum, therefore, the reference be dismissed, being devoid of substance.

4. By Rejoinder (Exhibit-13/14) workman reiterated the recitals in the Claim Statement denying the averments in the Written Statement.

5. On the basis of the pleadings issues were framed at Exhibit-15 and in the context of preliminary issues workman Gujrathi filed affidavit in lieu of Examination in Chief (Exhibit-18) and closed evidence orally on 8-4-03 and that in rebuttal, S. D. Pawar, OS-I filed affidavit (Exhibit-22) and the management closed oral evidence vide purshis (Exhibit-23).

6. In view of the above pleadings my Ld. Predecessor framed issues at Ex.-15. Out of them Issue Nos. 1 to 4 were treated as preliminary issues and part-I award was passed on 16-9-2003 holding enquiry fair and proper and findings not perverse.

7. The remaining issues are answered as follows :

Issues	Findings
(v) Whether the reference suffers from non-joinder of necessary parties as averred in para 5 of the Written Statement ?	No
(vi) Whether the action of the management of Sr. Divisional Mechanical Engineer (D), Kurla Diesel Locoshed, Mumbai by dismissing the services of Mr. Sagarmal Gujrathi, Ex-Safaiwala w.e.f. 20-4-1998 is legal and proper ?	Yes
(vii) What relief the workman is entitled to ?	As per order below

REASONS**Issue No. 5 :**

8. This time reference is under consideration on the point of action taken by management and to see whether it is just and proper. One more ground taken by the management is that reference is not tenable and bad for non-joinder of necessary parties.

9. This contention is taken by first party in para 5 of written statement Ex. -10 stating that, Union of India is not a party and as such prayer prayed is bad for non-joinder of necessary party and such a prayer cannot be granted in the absence of Union of India as a party as well as without hearing Union of India on that point.

10. Here first party is the Sr. Divisional Mechanical Engineer of Kurla Loco Shed belongs to Central Railway. Central Railway is one of the divisions of the Union of India. Union of India has control over the activities, policies of the first party and indirectly first party represents Union of India. In that scenario, I do not feel it necessary that, Union of India must be heard independently on the grievance of the second party as it cannot be having different stand than what is of the first party of this reference i.e. of Kurla Loco Shed. Besides Union of India has directly nothing to prove against second party and its job. It was the decision of the Kurla Loco Shed, which is one of the part of Central Railway which is also one of the party of Railway Ministry of Union of India. So in my considered view, reference is not bad for non-joinder of necessary party i.e. Union of India.

Issue No. 6 :

11. The action was taken of dismissal against concerned workman Gujrathi observing he was very irregular and abandoned the job on number of occasions. On flimsy grounds of sickness of his family it is brought on record that, second party remained absent. He has not produced medical certificate about sickness of wife and mother. He has no evidence to show that he intimated first party, obtained permission and then proceeding on leave. He admits that previously also he was chargesheeted about his absenteeism and four such charge sheets were given to him. Even he admits that three years increments was stopped about absentee prior to this chargesheet and in the enquiry it is proved by the first party beyond reasonable doubt that, second party remained absent from duty and it was his habit to remain absent without permission and intimation. The finding given by Inquiry Officer reveals that, second party remained absent from 4-5-1993 to 15-6-1995 for 446 days then he remained absent from 16-5-1996 to 2-7-1996 for 48 days. Even record and proceedings reveals that, previously he was chargesheeted four times on absenteeism and in that case three years increment was stopped. Such is the record of the second party about his punctuality and interest in the employment of first party. Besides that punishment dated 20-4-98 is challenged by the second party. After about two years no

specific case is made out as to how leniency is to be shown and punishment of dismissal is to be reduced.

12. The Written Arguments submitted by second party at Ex-39 is nothing but repetition of pleading and it does not help in any way to quash and set aside the dismissal and show leniency. The service record of the second party even reveals that he was previously chargesheeted four times only on absenteeism and three years increment was stopped still, no improvement which reveals that, second party has no interest in employment and do not want to learn any lesson. It also reveals that, he lost confidence of First party and in that scenario it will not be suitable, advisable as well as reasonable to quash and set aside the dismissal and direct first party to take him in the employment. So I answer this issue to that effect and passes the following order :

ORDER

Reference is rejected with no order as to costs.

Date: 27-4-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 12 जून, 2007

का.आ. 1951.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण / श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 63/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/54/92-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/92) of the Central Government Industrial Tribunal-cum-Labour Court No. I, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman which was received by the Central Government on 8-6-2007.

[No. L-12012/54/92-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, NEW DELHI

I. D. NO. 63/92

In the matter of dispute between :

Shri Anand Singh Adhikari,
House No. 26, Sector-9,
Shivpuri, New Vijay Nagar,
Ghaziabad-201001

... Workman

Versus

Zonal Manager,
Bank of Baroda,
Zonal Office,
Super Bazar Station Road,
Moradabad (U.P.) ... Management

APPEARANCES

Shri Brijesh Kumar, Advocate A/R for the workman.

Shri T. C. Gupta, Advocate A/R for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/54/92-IR(B-2) dated 15-7-92 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the claim of Shri Anand Singh Adhikari that he had worked in the Bank of Baroda, Gandhi Nagar, Ghaziabad Branch, for 7 months from 10-5-90 to 10-12-90 on daily wages and was forced to sign on payment vouchers in different names during the period is correct ? Is he eligible for consideration for permanent appointment in terms of the Bank's advertisement in Navbharat Times dated 24-8-1991 ? What relief, if any, is the workman entitled to ?"

2. In response to the reference the petitioner filed claim statement claiming that he was employed/working as Peon w.e.f. 10-5-98 with the respondent bank on daily wages and his work and conduct had been very good and excellent. He had been working continuously at Gandhi Nagar w.e.f. 10-5-90 with the respondent at 188 Gandhi Nagar Branch. He was also called to do extra work besides his routine work and he was given wages @ Rs. 20 per day. He was paid wages in his name and in the names of others and was forced to sign in the name of Anil, Ravi, Anand Singh, Ram Kishore, Shiv Kumar, Ram Lal, Ram Gopal, Ram Hari, Hari Ram, Ram Kumar, Puran Chand and Ramesh Kumar etc. etc. He was given wages by the management after obtaining his signatures in different names under pressure. He was not paid his wages during the service nor he was issued any notice, nor given notice pay nor any charge was leveled against him. There was no complaint against him. He was paid wages against the vouchers after signing on the same. Then he asked the officials of the respondent that he be paid his wages only in his name and not in the name of others. He refused to receive wages on 10-11-90 at 11 AM in the names of others when he had gone to do the work he was asked to work in the manner he was doing failing which he would be shunted out. His services were terminated and he was not paid even his due wages. He was not paid wages even his due wages. This act of the official of the bank is not proper and illegal being in violation of the provisions of the I.D. Act amounts to unfair labour practice. The petitioner has worked w.e.f. 10-5-90

till 10-12-90 continuously. He was not given any notice of retrenchment or retrenchment compensation or notice pay, and as such his termination is illegal and non est and according to the rule should be deemed in service. Petitioner sent representation against his illegal termination to the General Manager, Bank of Baroda, Head Office, Baroda and Branch Manager, Bank of Baroda, Gandhi Nagar, Ghaziabad and Hon'ble Finance Minister, Government of India. He also sent application dated 11-12-90 and a representation/application to the Assistant Labour Commissioner, Lohia Nagar, Ghaziabad on 1-1-91 against his illegal termination. He also made representation before Assistant Labour Commissioner, Ghaziabad on which a notice was issued to the Manager of Branch of the respondent wherein the respondent raised an objection that the said petition was not maintainable and was maintainable in the Central Administrative Tribunal. Therefore the petitioner withdraw his application before the Labour Court, Ghaziabad and thereafter he initiated conciliation proceedings before Labour Commissioner, Dehradun through Regional Manager which ended in failure giving rise to the present reference. The workman is facing difficulty to earn his livelihood and he is unable to get his job.

3. Head Office, Bank of Baroda advertised a vacancy of Peon in the newspaper Navbharat dated 14-8-1991 in its branch at Mandvi Baroda. In response to the said advertisement the petitioner moved a written application in the branch of Bank response and claimed before the A./L.C. that there were vacancies of Peon in the branches of the respondent bank and petitioner was required to be regularized as Peon against the post of Peon as the act of the respondent in terminating his service was illegal and improper as he was not issued any notice or notice pay or retrenchment compensation and petitioner was entitled to be reinstated in service with all consequential benefits. The respondent is nationalised bank and is governed by the provisions of I.D. Act. In view of the above the workman claimed reinstatement alongwith regularization, with consequential benefits including compensation for remaining out of job, pay and allowances payable to regular employee and payment of withheld wages with costs.

4. Claim is contested by the respondent by filing written statement raising preliminary objections that the reference is invalid inasmuch as that the terms of reference does not postulate the existence of an 'Industrial Dispute' within the ambit and scope of Sec. 2(k) of I.D. Act and Reference is bad in law also because what has been referred for adjudication to this court does not partake the nature of industrial dispute within the ambit and scope of Section 2-A of the said Act. There does not exist any relationship of master and servant between the workman and the management as envisaged in law and that therefore the government could not validly assume the existence of the same and on that assumption exercise its powers under

Section 10 of the I.D. Act while making the instant reference order. The government has made the instant order of reference without and/or in excess of authority of law vested in it under the said Act.

5. On merits it is stated that the respondent bank is a nationalized bank and recruitment is made through employment exchange as per the banking rules, however, in the event of contingency branch managers can engage the worker on contingent basis as daily wagers and in the instant case the workman was engaged by Ghaziabad branch from 10-5-90 to 10-12-90 as stated. The payment of wages was made for work done by him out of contingent expenses account through vouchers. The other contents are also denied. It is, however, stated that whenever Shri Anand Singh was engaged he had been paid for the work done by him. Rest of the contents are denied. However, it is not disputed that the advertisement was issued as stated and the averments regarding initiation of conciliation proceedings and its failure and making of reference resulting into the present reference are not denied. It is stated that it is not within the competence and jurisdiction of this court to pass order in terms of reference and any direction in pursuance to the reference would be violative of Article 15 of the Constitution.

6. Written statement was followed by rejoinder wherein the controverted facts of the written statement were denied and those of claim statement were reiterated to be correct.

Out of pleading following issues were framed on 17-8-93 by my learned Predecessor :

1. Whether the order of reference is bad in law in view of the term of reference specified in the reference order ?
2. As per the term of reference.

7. Thereafter the case was fixed for evidence of the management and the management examined Shri Zafar Ahmed Khan as MW1 while the workman examined himself as WW1 in support of his case.

8. After the evidence was closed I have heard A/R for the workman as well as A/R for the management at length and perused the record meticulously.

9. From the reference and the controversies raised in the written statement the following questions arise for consideration :

- (1) Whether Shri Anand Singh Adhikari worked in the respondent bank for 7 months from 10-5-90 to 10-12-90 on daily wages as claimed;
- (2) Whether he was forced to sign on payment vouchers in different name as mentioned in the claim;

- (3) Whether the reference is invalid and bad in law as mentioned in preliminary objection Nos. 1 and 2 of written statement;
- (4) Whether the controversy referred for adjudication is not an industrial dispute as mentioned in preliminary objection No. 3 of the written statement; and
- (5) Whether there does not exist any relationship of master and servant between the workman and the respondent ?

10. Now I proceed to decide the above questions under reference.

11. The workman claimed in his statement of claim and affidavit that he worked on daily basis with the respondent for 7 months w.e.f. 10-5-90 to 10-12-90 in his own name and he was forced to sign the vouchers in the name of 1. Anil, 2. Ravi, 3. Anand Singh, 4. Ram Kishore, 5. Shiv Kumar, 6. Ram Lal, 7. Ram Gopal, 8. Ram, 9. Hari, 10. Hari Ram, 11. Ram Kumar, 12. Pooran Chand, 13. Ramesh Kumar. He was employed/engaged as Peon with the respondent w.e.f. 10-5-90 to 10-12-90 on daily wages with respondent branch at 188, Gandhi Nagar, Ghaziabad continuously at Rs. 20 per day. He worked in the names of the persons mentioned above and was made payment and was forced to receive payment in vouchers in the name of the said persons and when he refused to receive daily wages, salary in different names on 10-12-90 he was receiving as usual. The petitioner was informed that his services had been terminated as he refused to receive payment in different names. He was not paid his remaining or unpaid due wages. He also deposed similarly in his affidavit Ex. WW1/A that he worked continuously with respondent branch without any break from 10-5-90 upto 10-12-90 on daily wages at Rs. 20 per day and that he was forced to sign vouchers for payment of his daily wages in the names as mentioned in the claim but he had not been cross-examined to the effect that he had been paid wages in the names of 13 persons mentioned above. A/R of the workman was allowed to inspect the vouchers in the Bank vide order dated 14-12-95 and in compliance of the said order he (the A/R of the workman) went to the Bank to inspect the vouchers and submitted his report dated 14-3-96 stating that official of the bank Shri B. N. Grover refused to separate the relevant vouchers from different bundles which were numerous and were scattered and asked him to check the vouchers himself. The vouchers were more than 150 bundles and each bundle contained about 400 to 500 vouchers datewise and he asked him (A/R of the workman) to take relevant vouchers from each bundle by himself. It was not physically possible for him to separate aforesaid relevant vouchers from the said bundles. It was 3 PM.

12. The statement of the workman that he worked in the names of different persons such as Anil etc. etc. as

mentioned above is not corroborated from the report submitted by his A/R wherein it is mentioned that the bank official did not separate the vouchers from different bundles. Thus it is evident that the claim of the workman that he worked in different names for 7 months during the period 10-5-90 to 10-12-90 is not supported by any evidence. However, the workman was not cross-examined on this aspect by the A/R of the respondent and his statement had gone on record unchallenged to the effect that he worked during the said period and has been given vouchers in different names such as Anil etc. It was suggested to him during cross-examination that he worked only for 60 days which he denied. From the above discussion it is proved that the workman worked with the respondent branch at Gandhi Nagar during the period 10-5-90 to 10-12-90 and received payment in different names of Anil Kumar etc. etc. as mentioned above and claimed by him.

13. Thus it is evident that the workman has worked for more than 90 days with the respondent branch. Now it is to be seen whether the workman has become entitled for consideration for appointment in terms of bank advertisement dated 14-8-91. The said advertisement is placed on record and is marked as X for the sake of convenience. It required the candidate to possess qualifications of having passed 7th standard and he was not supposed to have passed 8th standard and he should have been above 18 years and not beyond 26 years on the date of joining the job. Portion A to A of the advertisement marked X which is in Hindi is reproduced as under :

बैंक निम्नलिखित शर्तों के अधीन भविष्य की रिक्तियों अस्थाई/स्थायी हेतु ऐसे व्यक्तियों के मामलों पर विचार करने हेतु सूची तैयार करना चाहता है जिन्होंने 1-1-82 एवं 31-12-90 के बीच भारत में इसकी शाखाओं/कार्यालयों में चपरासी के रूप में 90 या अधिक दिन अस्थायी रूप में कार्य किया हो;

(क) उम्मीदवारों को सातवीं कक्षा उत्तीर्ण होना चाहिए किन्तु आठवीं कक्षा के आगे अध्ययन नहीं किया होना चाहिए तथा अस्थायी चपरासी के रूप में पहली बार कार्य करने की तारीख को आयु 18 वर्ष पूर्ण होनी चाहिए किन्तु 26 वर्ष पूर्ण नहीं होनी चाहिए;

(ख) सूची में नाम शामिल करना तथा नियुक्ति देना/अ.ज.जा., शारीरिक विकलांग, भूतपूर्व सैनिक आदि के आरक्षण एवं महानिदेशक रोजगार एवं प्रशिक्षण के समर्थन के अधीन होगा जो उम्मीदवार उक्त शर्तें पूरी करते हैं अपना आवेदन पत्र विज्ञापन की तारीख के 30 दिनों के भीतर उप महाप्रबंधक (कार्मिक), बैंक आफ बड़ौदा, केन्द्रीय कार्यालय, 3, दानचंद हीराचंद मार्ग, बैलार्ड पिअर, बम्बई को निम्नलिखित प्रारूप में भेजें। देरी से प्राप्त आवेदनों पर विचार नहीं किया जाएगा।

14. In the instant case it is proved that the workman has worked for about 7 months during the period 10-5-90

to 10-12-90 and has received payment in different names but the workman has not disclosed his qualifications that he is 7th class pass and has not studied beyond 8th class. He has not mentioned in the claim statement about his qualification nor in his affidavit that he is 7th class pass only or has not stated that he is beyond 8th standard. He has not disclosed about his age in his application indicating that he was in between 18—26 years.

15. In response to question Nos. 3 and 4 it is pertinent to mention that respondent Bank of Baroda is an Industry and the dispute whether the claimant has worked in the bank for 7 months to enable him to be entitled to be regularized and made permanent in his service by the respondent is in my opinion is an industrial dispute within the meaning of Section 2 k between the claimant and respondent as it is connected with the employment/non employment of workman with the respondent bank and is also covered under Section 2-A of the I.D. Act because the workman who is claiming regularization has been dismissed or not regularized.

16. As regards question No. 5 i.e. existence of relationship of master and servant it is pertinent to point out that the claimant is seeking regularization of his service is a workman as he has worked with the bank who is the employer of the claimant in the sense that he has worked for 7 months with the respondent and is claiming entitlement to the post of Peon in response to the advertisement dated 14-8-91 appearing in Nav Bharat Times Hindi Delhi. A dispute between the employer bank and its employee regarding regularization is an Industrial Dispute and a dispute between master and servant. All the above questions are thus stand determined.

17. In view of the above discussion respondent is directed to consider the application of the claimant for the post of Peon permanently in Mandvi Branch of the respondent in case he fulfils the requirement of qualifications and age prescribed/mentioned in the advertisement of Nav Bharat Times dated 14-8-91. The reference is answered accordingly and file be consigned to record room.

Dated : 22-5-07 SANT SINGH BAL, Presiding Officer
नई दिल्ली, 12 जून, 2007

का.आ. 1952.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया इंस्टिट्यूट ऑफ मेडिकल साइंसेस के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 138/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-6-2007 को प्राप्त हुआ था।

[सं. एल-42012/14/99-आई आर (डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th June, 2007

S.O. 1952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 138/99) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of All India Institute of Medical Sciences and their workman, which was received by the Central Government on 12-6-2007.

[No. L-42012/14/99-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI SANT SINGH BAL, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 1,
NEW DELHI**

I. D. NO. 138/99

In the matter of dispute between :

Smt. Sarsamma Ravi,
D/o. Shri V. Ravi,
House No. 8, Munirka Village,
New Delhi-110067.
Now C/o. Mr. S.K. Nair.
R/o. Qur. No. 71, Sector-6.
R.K. Puram, New Delhi ... Workman

Versus

The Director,
All India Institute of Medical Sciences,
Ansari Nagar,
New Delhi-110040 ... Management

APPEARANCES:

Shri Sudhir Gupta Advocate,
A/R for the management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/14/99-IR (DU) dated 26-4-99 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of All India Institute of Medical Sciences in terminating the services of Smt. Sarsamma Ravi is justified? If not, to what relief Smt. Sarsamma Ravi is entitled to and from what date?"

2. Brief facts of this case as culled from record are that the workman Smt. Sarsamma Ravi joined the

management as Junior Social worker w.e.f. 23-8-88 and worked as such upto 31-3-91. She was redesignated/promoted as Field Worker in the department of Obstetrics and Gynae of management w.e.f. 1-4-91 and worked as such till 29-7-93 continuously. She always worked devotedly and never gave any cause of complaint to the management. Her services were terminated on 29-7-93 without giving any notice in violation of provisions of Section 25 F of the I.D. Act. Action of the management is illegal and amounted to unfair labour practice. She was not considered even for the post of Auxiliary Nurse, Mid Wife likely to be filled up on the retirement of one Ms. Gambhir despite the order of the Hon'ble High Court dated 4-6-1993 in CW No. 2880/93 (CM No. 4630/93). Hence she requested for passing an award in her favour reinstating her in service with full back wages and continuity of service w.e.f. 29-7-93.

3. On 12-10-2000 the case was fixed for filing written statement and an application was filed by the management stating therein that the matter has been stayed by Delhi High Court and case was fixed for 19-12-2000 for further proceedings and then on 19-2-2001, 25-6-01, 30-8-01, 29-10-01, 28-1-02, 9-4-02, 17-6-02, 9-8-02, 26-12-02, 13-3-03, 19-5-03, 25-8-03, 3-11-03, 12-2-04, 28-4-04, 14-7-04, 7-10-04, 5-1-05, 7-4-05, 25-7-05, 7-11-05, 17-1-06, 24-4-06, 31-7-06, 24-10-06, 2-1-07, 14-3-07, 26-3-07, 5-6-07. Today on 4-6-07 Shri Sudhir Gupta Advocate A/R for the management made statement that the order dated 26-4-1999 and all proceedings arising therefrom in this case were quashed vide order dated 12-8-2005 by Delhi High Court in CWP No. 6018 of 2000 captioned as All India Institute of Medical Sciences Vs. Ms. Sarsamma Ravi and two Others. Copy of the High Court order is Ex.M1. The proceedings in this case stands quashed. The Award is passed accordingly. File be consigned to record room.

Dated: 4-6-07 SANT SINGH BAL, Presiding Officer

NEW DELHI

**IN THE DELHI HIGH COURT AT
NEW DELHI**

C.W.P. No. 6018 of 2000

All India Institute of
Medical Sciences ... Petitioner

Versus

Sarsamma Ravi & Ors. ... Respondent

MEMO OF PARTIES

All India Institute of Medical Sciences,
through its Director,
Ansari Nagar, New Delhi-110029 ... Petitioner

Versus

1. Ms. Sarsamma Ravi
C/o. Mr. S.K. Nair,
R/o. Qur. No. : 71, Sector-6,
R.K. Puram, New Delhi
2. Union of India,
Through the Secy. Labour,
Shram Shakti Bhawan,
Rafi Marg, New Delhi-1
3. The Presiding Officer,
Central Govt. Industrial Tribunal,
Trikot-1, III Floor,
Bhikaji Cama Place, R.K. Puram,
New Delhi-66 . . . Respondents

MUKUL GUPTA, (MUKTA GUPTA),
Advocates for the Petitioner

Copy of order/Stay/Final

Orders

IN THE HIGH COURT OF DELHI AT
NEW DELHI

W.P. (C) 6018/2000

A.I.I.M.S. . . . Petitioner
Through : Mr. Ankur Jain, Adv.

Versus

Sarsamma Ravi & Ors. . . . Respondent
Through : Ms. Pragya Gupta Adv.

CORAM:

Hon'ble Ms. Justice Gita Mittal

ORDER
12-08-2005

By way of this writ petition, the petitioner has impugned the order dated 26th April, 1999 issued by the Central Government in exercise of powers conferred by Sub-Section 1 and Section 2-A of Section 10 of the Industrial Disputes Act, 1947 referring the following disputes for adjudication in the Central Government Industrial Tribunal-cum-Labour Court, New Delhi.

"Whether the action of the management of All India Institute of Medical Sciences in terminating the services of Smt. Sarsamma Ravi is justified? If not, to what relief Smt. Sarsamma Ravi is entitled to and from what date?"

It is contended that this order is wholly without jurisdiction inasmuch as there were no disputes existing, which could have been possible referred for adjudication. Upon receipt of the notice from the Conciliation Officer,

the petitioner has appeared before him and a settlement was arrived at between the parties on 3rd August, 1998 which reads as under:

"There was a stay issued by HC on termination of services of Smt. Sarsamma (issued on 4-6-1993) till further orders. During the currency of stay orders, Smt. Sarsamma prayed for withdrawal of petition on 6-12-94.

As per these orders. However, AIIMS authorities did not pay her wages from 1-3-93 onwards.

In the light of High Court orders wages from 1-3-93 to 6-12-94 be paid. It is also suggested to management that they should circulate her particulars to other research projects/units of the institutions where vacancies exists for considering her name against the post of, if she fulfil the requirement of job. Since she has worked in the Institution for about five years, age condition needs to be relaxed i.e. age for recruitment be taken from her initial appointment in the project. Management may intimate the final position to this office."

From the record, I find that the petitioner conveyed the full and final settlement and satisfaction of the claims of the respondent to the Labour Commissioner vide its communication which was served on 8th/9th December, 1998. In these circumstances, it is contended that there was no dispute remaining inter se the parties and that the order dated 26th April, 1999 is erroneous in the facts of the case and the law applicable.

Notice was issued in the present writ petition on 10th October, 2000 and an interim order was made staying proceedings before the learned Industrial Tribunal pursuant to the notification dated 26th April, 1999. The respondent was served with the notice in the case and despite service has not entered appearance since 23rd July, 2002. This was noticed on the 5th August, 2005 and the matter was adjourned in the interest of justice. None appears for the respondent today also and consequently, the petitioner has been heard ex parte.

Having regard to the submissions made by learned counsel for the petitioner and the facts on record, I find merit in the contention of the learned counsel for the petitioner to the effect that the claim of the respondent No. 1 stood fully and finally settled and satisfied and that the further proceedings in the instant case was contrary to the Section 12(2) & (3) of the Industrial Disputes Act, 1947.

This petition is allowed.

The orders dated 26th April, 1999 and all proceedings arriving therefrom are hereby set aside and quashed.

August 12, 2005

Sd/-
GITA MITTAL, J.

नई दिल्ली, 13 जून, 2007

का.आ. 1953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या आई.डी. 47/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-6-2007 को प्राप्त हुआ था।

[सं. एल-11012/24/2004-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 13th June, 2007

S.O. 1953.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 47/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of A.A. I and their workmen, which was received by the Central Government on 13-6-2007.

[No. L-11012/24/2004-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 14th May, 2007

PRESENT

K. JAYARAMAN, Presiding Officer

Industrial Dispute No. 47/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airports Authority of India (NAD) And their workmen)

BETWEEN

Smt. J. Manjula : I Party/Petitioner

And

The Regional Executive Director : II Party/Management
Airport Authority of India (NAD)
Chennai Airport, Chennai

APPEARANCE

For the Petitioner : M/s. S. Vijayadharani,
Advocates

For the Respondent : M/s. Sree & Associates,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-11012/24/2004-IR(M) dated 13-06-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

“Whether the demand of Smt. J. Manjula for reinstatement with back wages by the management of Airports Authority of India, National Airports

Division, Chennai, is justified? or not If yes, to what relief the workmen is entitled?”

2. After the receipt of the reference, it was taken on file as I..D. No. 47/2005 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was working as contract labour as telephone operator in the telephone exchange of 1st Respondent through the contractor namely 2nd Respondent herein. The Petitioner was working from March, 1989 and she is a graduate and have obtained telephone operator certificate completing necessary diploma. The 2nd Respondent company is a contractor for maintaining telephone exchanges situated at the Airport of Chennai, Mumbai and New Delhi. The contract to provide telephone operators to maintain the telephone exchange along with the departmental regular employees, was awarded in favour of 2nd Respondent from the year 1989. The said contract was extended from time to time. The last of such contract was entered into on 23-1-97 w.e.f. November, 1996 to 30-4-97. Thus, the Petitioner is working for over a period of six to eight years as telephone operator without any break in service. Even though the Petitioner has performed the same or similar kind of work as the workman of the 1st Respondent employees, the wage rates, holidays, hour of work and other conditions of service of between the Petitioner and the regular employees of 1st Respondent are different. Thus, though they were doing the same work and shouldering the same responsibilities as that of permanent telephone operators, they are paid less salary. Though the Respondents have obtained licence and certificate from the Regional Labour Commissioner (Central), Ministry of Labour, New Delhi for this contract employment, subsequently, the Ministry of Labour Government of India by notification No. 23013/3/77 dated 2-3-1993 has prohibited the employment of contract labour in the job of telephone operator in the employment of 1st Respondent. Because of the abolition of contract labour in the Respondent establishment, the principal employer and contractor did not have valid certificate and licence issued by competent authority beyond 2-3-1993 and therefore, the contract alleged to have been entered into between the 1st and 2nd Respondent from time to time beyond 2-3-93 is invalid in the eye of law. Even though it was prohibited, the Petitioner is working continuously in the telephone exchange of the Respondent namely National Airports Division of Chennai. Thus, she has become direct employee of the 1st Respondent. On 21-3-95 the 1st Respondent has issued a circular in his proceedings NAA/M/T/1/COM permitting the regular employees and the Petitioner herein to undergo the training in the improvised technical telephone operations and from which it is evident that the Petitioners are well trained in the respective area apart from their educational and vocational qualifications in the relevant fields. Further, the contract labourers employed at Delhi Airport under the 1st Respondent have approached the High Court of Delhi for thier absorption and after that

the Respondent had also absorbed them in regular employment. Furthermore, one of the employees Mrs. Nirmala of the 1st Respondent has approached the Labour Commissioner and on failure of conciliation, the matter was referred to Industrial Tribunal, Tamil Nadu and the said Tribunal has ordered to regularise her service with 50% back wages, continuity of service and other attendant benefits. While so, all of a sudden, the Respondent/Management has asked the Petitioner to stop from work and advertised in the newspaper and therefore, the Petitioner approached the High Court in W. P. No. 4003/97 and the High Court has pleased to grant injunction restraining the Respondent from terminating the Petitioner from the post of telephone operator at Chennai airport. But, after the decision of Supreme Court in SAIL case, the High Court has held that the Writ Petition itself is not maintainable and directed the petitioner to seek remedy in accordance with law. Since the Petitioner has continuously worked for 240 days in a period of about 14 years, the Petitioner is entitled for reinstatement and back wages. Therefore, the Petitioner prays that an award may be passed directing the 1st Respondent to reinstate her into service with back wages and all other attendant benefits.

4. As against this, the 1st Respondent in its Counter Statement contended that this Respondent by an advertisement dated 27-8-89 in The Hindu called for quotation/business offers from reputed and experienced agencies preferably ex-servicemen to undertake the operation of 200 lines telephone exchange with one operator round the clock basis. The 2nd Respondent is one among the three agencies who offered the services by offer latter dated 12-10-89 and the 2nd Respondent was the successful bidder and executed an agreement to that effect and commenced the contract. The Petitioner is one among the employees of the 2nd Respondent who performed the contract job in the office of 1st Respondent for some time. The 2nd Respondent alone prepared the duty roster of his employees deployed for the purpose of contract. It is to be noted that even the existing regular employees of this Respondent may not have sufficient work as and when EPABX is installed. While the above proposal in hand, recruitment of additional manpower to operate the existing PABX would be a futile and wasteful expenditure and hence, this Respondent decided to go for job contract as a short time measure and the contract was awarded to the 2nd Respondent when he became successful bidder. The purchase of EPABX and the subsequent process of purchase and installation there on got elongated due to various administrative and financial procedures. Therefore, the contract entered into between the 1st and 2nd Respondent had to be extended from time to time by this Respondent. When this Respondent attempted to publish NIT in the year 1997, the Petitioner approached the High Court and filed W.P. challenging the publication of tender notification and successfully stalled it. Because of the interim orders, the Petitioner was continued to be deployed in the telephone exchange of the Respondent. There is no direct contract or supervision over the Petitioner or any operator deployed by the contract and the Petitioner had never worked under the employment roll of this Respondent and hence, the question of break in service does not arise. Even though the Petitioner alleged that she is in continuous

service, it is only with the 2nd Respondent and not with this Respondent as there is no employer-employee relationship between the Petitioner and this Respondent. The service conditions, job specification of the employees of this Respondent are not same and similar to that of the work done by the Petitioner. It is not correct to say that this Respondent has permitted the Petitioner to undergo training in the improvised technical operation. The job done by the Petitioner is purely on job contract and not the contract falling under the provisions of Contract Labour (Regulation & Abolition) Act. The scope of principal employer or registration or licence under the provisions of Contract Labour (Regulation & Abolition) Act is not applicable in this case. This Respondent is not aware of any such order passed by Industrial Tribunal, Tamil Nadu as alleged by the Petitioner. The Writ Petition filed by the Petitioner was dismissed as not maintainable, in view of the order of the Supreme Court in SAIL case. It is not correct to say that the Petitioner is working for more than 240 days for a period of 14 years. The Petitioner was one among the many operators deployed by 2nd Respondent for the purpose of job contract from time to time and hence, the Petitioner is not entitled to any relief as prayed for. Therefore, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are —

- (i) "Whether the demand of Smt. J. Manjula for reinstatement with back wages by the management of Airports Authority of India, National Airports Division, Chennai is justified or not? If yes, to what relief she is entitled?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. 1:

6. The case of the Petitioner in this dispute is that though she and two other employees entered into the 1st Respondent/Management as contract labourers, the Government of India, Ministry of Labour by notification No. S.O.142(E) dated 2-3-93 under the original of Ex. W18 has prohibited the 1st Respondent namely Airport Authority of India from engaging contract labour in the jobs of telephone operator in its premises. However, despite the prohibition referred to above, the Airport Authority of India namely the 1st Respondent continued to employ the Petitioner and three others as telephone operators in its premises at Chennai. Further, under the provisions of Contract Labour (Regulation & Abolition) Act, every principal employer engaging a contract and every contractor engaging contract labour in the establishment have to obtain registration certificate and the licences respectively from the authority under the Act. In this case, no doubt, at the beginning the Respondents have obtained certificate and licence, but subsequently, after the year 1993 no valid licence was granted to the 2nd Respondent from the concerned authority, in view of the ban created under notification dated 2-3-93. Even in spite of that the 2nd Respondent sent a letter dated 3-5-95 under the original of Ex. W2 to the Assistant Labour Commissioner (Central) New Delhi requesting for renewal/extension of licence for continuing them to engage contract labour in Airport

Authority of India. But, the competent authority has refused to renew the same by its letter dated 21-9-1995, copy of which is marked as Ex. W3 keeping in view of the notification dated 2-3-93 of Ministry of Labour, Government of India and it was also intimated to the 1st Respondent by the 2nd Respondent by a letter dated 16-10-95, copy of which is marked as Ex. W4. In spite of all these things, the 1st Respondent namely Airport Authority of India continued to engage the Petitioner and three others for the job of telephone operator. Since no registration of the establishment under the Act is made, the establishment namely Airport Authority of India cannot employ contract labour. Similarly, the effect of non-licensing of contractor is that the contractor is precluded from undertaking or executing any work through contract labour. Under such circumstances, after the issuance of notification even though it is alleged that the 1st and 2nd Respondent entered into contract, it is not valid in law and therefore, the Petitioner and three others are directly employed under the 1st Respondent and the contract alleged to have been entered into between the 1st and 2nd Respondents is nothing but sham and nominal. Further, the work performed by the Petitioner and three others in the telephone exchange is perennial in nature. MW1 who was examined on the side of the 1st Respondent has clearly stated that the Petitioner and three other telephone operators have done the same work as that of regular telephone operators employed by the 1st Respondent. Thus, the Petitioner and three others put in continuous service over a period of 14 years in the 1st Respondent/Management. Therefore, the termination of the Petitioner by the 1st Respondent is illegal and no mandatory provisions of Section 25F have been followed and therefore, the termination is invalid and she has to be reinstated with all benefits.

7. As against this, the 1st Respondent contended that the Petitioner herein has been working under the 2nd Respondent, who has been contracted for maintenance of telephone exchanges situated in Airports of Chennai and the 1st Respondent has no control whatsoever over the Petitioner. The Petitioner is only a contract labour under the 2nd Respondent. The Petitioner who has been removed from service or work done by the 2nd Respondent herein for the reasons best known to her has been trying to gain unlawful enrichment by misinterpreting the Contract Labour (Regulation & Abolition) Act and she wanted to enter into the service of 1st Respondent by back door entry. Though the Petitioner has produced number of documents and examined two witnesses on her side, she has not produced any document to establish that she has been working under the 1st Respondent herein or the 1st Respondent has supervised the work of the Petitioner. On the other hand, the 1st Respondent has filed documents to show that it is only the 2nd Respondent exercised control and supervision over the Petitioner and other contract workers and therefore, the Petitioner is not entitled to any relief in this dispute. Further, it is contended that the relationship between the 1st and 2nd Respondents is only contractual in nature and as such, the appointment made by the 2nd Respondent in discharge of his contractual obligation with the 1st Respondent is beyond the purview of the Act and Rules namely Contract Labour (Regulation & Abolition) Act and

therefore, this dispute is not maintainable before this Tribunal. Further, though the Petitioner has examined one Mr. Kolappan, who alleged to have been the General Manager of the 2nd Respondent and who has stated that the 2nd Respondent has not exercised any supervision and it is only the 1st Respondent who has exercised control and supervision over the Petitioner, he has not produced any document to show that he has no control over the Petitioner. But, on the other hand, the Respondent has produced many documents to show only the 2nd Respondent has exercised control and supervision over the Petitioner and therefore, the oral evidence given by the Petitioner's witness is of no use to the Petitioner. Under such circumstances, the Petitioner is not entitled to get any relief in this dispute.

8. As against this, learned counsel for the Petitioner contended that though it is alleged that Contract Labour (Regulation & Abolition) Act is not applicable to the present case, the 1st Respondent has not denied that he has registered his name as principal employer and the 2nd Respondent as a contract employer under the Act. Further, the Petitioner has produced documents to show that the 2nd Respondent has applied for licence under Contract Labour (Regulation & Abolition) Act, which was rejected by the competent authority on the ground that Government has prohibited the employment of contract labour for this purpose. On behalf of the Petitioner, it is further argued that validity of the above notification namely Government of India, Ministry of Labour bearing No. S.O.142(E) dated 2-3-93 came for scrutiny before the High Court of Bombay and even though the Bombay High Court initially quashed the above notification, subsequently, it reviewed its decision and restored the said notification and held the same as valid and consequently granted relief to the telephone operators. This judgement of Bombay High Court was upheld by Supreme Court in the case of International Airport Authority of India Vs. Digambar Madye & Ors reported in 2000 (1) LLJ 1078. Further, one of the employees of the 1st Respondent namely Smt. Nirmala, a contract labour had approached the Regional Labour Commissioner (Central) and on failure of conciliation, the matter was referred to Tamil Nadu Industrial Tribunal and the dispute was ended in favour of the employee and she was reinstated in service with all benefits. Further, though the 1st Respondent has alleged that there is no direct control or supervision over the Petitioner from Ex. W10 and W11 which was addressed by the 1st Respondent to the Security Officer, which requested the security officer to allow the Petitioner to carry out her duties at the airport premises clearly establish that the Petitioner was continuously working with the 1st, Respondent and not under the 2nd Respondent. No doubt, the wages of the Petitioner was paid through 2nd Respondent alone, hence, it cannot be said that the 2nd Respondent has exercised control and supervision over the Petitioner. Further, MW1 namely Mr. D. Narayanan who is a Selection Grade Senior Manager in the communication department of 1st Respondent in his cross examination has admitted that the 2nd Respondent namely Hi Tech Engineering will not inspect the day to day work of the Petitioner. Though he denied the suggestion that day to day work instruction will be given by the 1st

Respondent namely Airport Authority of India, when it is admitted by the Respondent witness that the day to day work instruction of the telephone exchange was not given by the contractor namely the 2nd Respondent, it can be presumed that the Petitioner and three other telephone operators were working only under the 1st Respondent/Management and they have been controlled and supervised only by the 1st Respondent. Further, MW1 has admitted that the regular employees (telephone operators) are also working along with the contract employees and they are doing the same work as that of regular employees. Learned counsel for the Petitioner further contended that the 1st Respondent concern, which is a public sector undertaking, have been indulging in unfair labour practice by engaging contract labour, even though it is prohibited by a Notification under Section 10 of Contract Labour (Regulation & Abolition) Act only for monetary advantage by reducing the expenditure. He has also relied on the rulings reported in AIR 1995 SC 1893 Gujarat Electricity Board Vs. Hind Mazdoor Shabha wherein the Supreme Court has held that "apart from the fact that it is a unfair labour practice, it is also an economically short sighted and unsound policy, both from the point of view of the undertaking concerned and the country as a whole. The economic growth is not to be measured only in terms of production and profits. It has to be gauged primarily in terms of employment and earnings of the people. Man has to be the focal point of development. The attitude adopted by the undertakings is inconsistent with the need to reduce unemployment and the Govt. policy declared from time to time to give jobs to the unemployed. This is apart from the mandate of the directive principles contained in Article 38, 39, 41, 42, 43 and 47 of the Constitution." Relying on this decision, learned counsel for the Petitioner contended that in this case, though the appropriate Govt. has already abolished the contract labour system in the year 1993 in the 1st Respondent establishment, the 1st Respondent has entered into a contract with the 2nd Respondent, which is illegal and invalid and the contract is therefore, sham and nominal and only to deny the rights of the Petitioner and others. The job performed by the Petitioner and three others are, perennial in nature and since they have continuously worked for more than 240 days in a year and for the period of 14 years, in the 1st Respondent/Management under the direct control and supervision by its officers, the service of the Petitioner has to be regularised. Though the initial appointment was only as a contract labour, the 1st Respondent namely the principal employer has employed the Petitioner and three others continuously even after the notification of the Govt. banning the employment of contract labour and therefore, the Petitioner is entitled to the benefits as claimed in this dispute.

9. I find much force in the contention of the learned counsel for the Petitioner. In SAIL case, reported in 2001 4 LLN, 135 the Full Bench of the Supreme Court has held that "on issuance of prohibition notification under Section 10(1) of Contract Labour (Regulation & Abolition) Act, prohibiting the employment of contract labour or otherwise in an industrial dispute brought before it by any contract labour with regard to the conditions of service, the industrial adjudicator will have to consider the question

whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for the work of the establishment under a genuine contract or is a mere ruse or camouflage to evade the compliance with various beneficial legislations so as to deprive the workers of benefits thereunder. If the contract is found to be not genuine, but mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of contract labour in the establishment concerned, subject to the conditions as may be satisfied by it for that purpose in the light of para 6 hereunder."

10. In this case, though the 1st Respondent alleged that contract is genuine, it cannot be said that he can enter into a contract even after the year 1993 i.e. after the notification issued by the Government dated 2-3-1993. It is well established that the competent authority has refused to give licence and also registration under Contract Labour (Regulation and Abolition) Act on the ground that Government has issued notification prohibiting the contract labour with regard to telephone operator job in the 1st Respondent/Management, and the 1st Respondent/Management has entered into the contract with the 2nd Respondent/Management only to deprive the rights of the contract labourers and also the benefits under the labour legislations. When the Petitioner has stated that she has been continuously working in the 1st Respondent/Management as a Telephone operator and the work of telephone operator is perennial in nature, the 1st Respondent has not denied that the Petitioner are not working continuously in the 1st Respondent/Management. Further, it is not the case of the 1st Respondent that the work done by the Petitioner is a temporary one and there is no work for the telephone operator in the 1st Respondent/Management, on the other hand, the Petitioner has produced Ex. W5, W6, W7 wherein one Ms. Anuradha has been selected for the post of telephone operator under the 1st Respondent/Management i.e. in the year 1997 after the date of notification issued by Government with regard to the ban on contract labour. Under such circumstances, it cannot be said that there is no vacancy or work for the Petitioner as telephone operator in the 1st Respondent/Management. Therefore, I come to the conclusion that after the notification dated 2-3-1993, the contract entered into between the 1st Respondent and 2nd Respondent is only a sham and nominal and it was made only to deny the benefits to Petitioner and three others under the labour legislations and it is only unfair labour practice exercised by the 1st Respondent against the Petitioner and three others. Under such circumstances, I find this point in favour of the Petitioner.

Point No. 2

The next point to be decided in this case is to what relief the Petitioner is entitled?

11. In view of my foregoing findings, I find the demand of the Petitioner for reinstatement in the Respondent/Management is justified and I have no hesitation to come to the conclusion that the Petitioner is entitled to the relief of reinstatement and with regard to the

back wages, the Petitioner is entitled to 50% of the back wages and the Respondent/Management is directed to regularise the service of the Petitioner from the date of the claim petition. No Costs.

12. Thus, the reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 14th May, 2007.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : WW 1 Smt. J. Manjula
WW 2 Sri Kolappan

For the II Party/Management : MW 1 Sri D. Narayanan

Documents Marked :

For the I Party/Petitioner :

Ex.No.	Date	Description
W1	21-03-95	Xerox copy of the circular issued by Respondent advising Petitioner to attend training.
W2	03-05-95	Xerox copy of the letter from 2nd Respondent to Assistant Labour Commissioner (Central).
W3	21-09-95	Xerox copy of the letter from RLC to 2nd Respondent.
W4	16-10-95	Xerox copy of the letter from 2nd Respondent to 1st Respondent.
W5	13-03-97	Xerox copy of the interview call letter of 1st Respondent to Ms. Anuradha.
W6	01-04-97	Xerox copy of the appointment order issued to Anuradha.
W7	03-04-97	Xerox copy of the joining report of Anuradha.
W8	01-02-99	Xerox copy of the request letters of Petitioner to Central Advisory Contract Labour Board, New Delhi.
W9	18-04-00	Xerox copy of the award in I. D. No. 33/98.
W10	17-10-01	Xerox copy of the letter from 1st Respondent to Security Officer for permission of Petitioner.
W11	26-12-01	Xerox copy of the letter of 1st Respondent to Commandant, CISF for permission of Petitioner.
W12	27-03-02	Xerox copy of the legal notice issued by Petitioner to 1st Respondent.
W13	25-02-04	Xerox copy of the order of High Court in W.P. 4003/97.
W14	14-05-04	Xerox copy of the 2A petition before Assistant Labour Commissioner (Central).
W15	Nil	Xerox copy of the objection filed by Respondent.

W16	Nil	Xerox copy of the reply affidavit filed by Petitioner.
W17	08-09-04	Xerox copy of the failure report of conciliation.
W18	Nil	Xerox copy of the notification No. S.O. 142(E) dt. 2-3-93.

For the II Party/Management

Ex.No.	Date	Description
M1	25-08-89	Xerox copy of the letter to advertising Manager The Hindu and published copy.
M2	05-09-89	Xerox copy of the offer letter given by various companies.
M3	20-09-89	Xerox copy of the calling letter for an agency by II Party/Management.
M4	12-10-89	Xerox copy of the offer letter given by Hi Tech. Engg.
M5	16-03-90	Xerox copy of the agreement between Respondents.
M6	06-03-90	Xerox copy of the the closed duty chart of telephone operators.
M7	11-03-90	Xerox copy of the duty roaster.
M8	11-04-90	Xerox copy of the letter of non-performance of PABX.
M9	17-04-90	Xerox copy of the letter form 1st Respondent to 2nd Respondent regarding poor performance of staff.
M10	26-04-90	Xerox copy of the reply given by 2nd Respondent.
M11	20-12-90	Xerox copy of the letter regarding change of operators.
M12	16-03-91	Xerox copy of the letter regarding extension of contract.
M13	09-04-91	Xerox copy of the letter regarding change of operators.
M14	27-08-91	Xerox copy of the letter regarding extension of contract.
M15	16-12-95	Xerox copy of the agreement between 1st and 2nd Respondents.
M16	02-09-97	Xerox copy of the letter informing that one of the Operators was on leave.
M17	02-09-97	Xerox copy of the letter regarding termination of one of the operator.
M18	18-03-02	Xerox copy of the letter regarding contract become Surplus.
M19	02-05-02	Xerox copy of the letter regarding forwarding bills.
M20	06-06-02	Xerox copy of the letter regarding sanction of bill amt.

नई दिल्ली, 13 जून, 2007

का.आ. 1954.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चैन्नई के पंचाट (संदर्भ संख्या आई.डी. 30/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-06-2007 को प्राप्त हुआ था।

[सं एल- 11012/25/2004-आई.आर.(एम.)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 13th June, 2007

S.O. 1954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 30/2005) of the Central Government Industrial Tribunal/Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of A. A. I. and their workmen, which was received by the Central Government on 13-06-2007.

[No. L-11012/25/2004-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 14th May, 2007

PRESENT

K. Jayaraman, Presiding Officer

Industrial Dispute No. 30/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airports Authority of India (NAD) and their workmen)

BETWEEN

Sri T. Palani : I Party/Petitioner

And

1. The Regional Executive Director, : II Party/Management
Airports Authority of India
(NAD) Chennai Airport,
Chennai.

2. The Managing Partner,
Hi Tech Engineering,
Chennai.

APPEARANCE

For the Petitioner : M/s. S Vijayadharani, Advocates

For the Respondents : M/s. Sree & Associates, advocates

AWARD

The Central Government, Ministry of Labour vide Order No.L-11012/25/2004-IR(M) dated 15-2-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the demand of Shri T. Palani for reinstatement with back wages by the management

of Airports Authority of India, National Airports Division, Chennai, is justified or not? If yes, to what relief he is entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 30/2005 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:

The Petitioner was working as contract labour as telephone operator in the telephone exchange of 1st Respondent through the contractor namely 2nd Respondent herein. The Petitioner was working from December, 1992 and he is a graduate and have obtained telephone operator certificate completing necessary diploma. The 2nd Respondent company is a contractor for maintaining telephone exchanges situated at the Airport of Chennai, Mumbai and New Delhi. The contract to provide telephone operators to maintain the telephone exchange along with the departmental regular employees, was awarded in favour of 2nd Respondent from the year 1992. The said contract was extended from time to time. The last of such contract was entered into on 23-1-97 w.e.f. November, 1996 to 30-4-97. Thus, the Petitioner is working for over a period of six to eight years as telephone operator without any break in service. Even though the Petitioner has performed the same or similar kind of work as the workmen of the 1st Respondent employees, the wage rates, holidays, hour of work and other conditions of service of between the Petitioner and the regular employees of 1st Respondent are different. Thus, though they were doing the same work and shouldering the same responsibilities as that of permanent telephone operators, they are paid less salary. Though the Respondents have obtained licence and certificate from the Regional Labour Commissioner (Central), Ministry of Labour, New Delhi for this contract employment, Subsequently, the Ministry of Labour Government of India by notification No. 23013/3/77 dated 2-3-1993 has prohibited the employment of contract labour in the job of telephone operator in the employment of 1st Respondent. Because of the abolition of contract labour in the Respondent establishment, the principal employer and contractor did not have valid certificate and licence issued by competent authority beyond 2-3-1993 and therefore, the contract alleged to have been entered into between the 1st and 2nd Respondent from time to time beyond 2-3-93 is invalid in the eye of law. Even though it was prohibited, the Petitioner is working continuously in the telephone exchange of the Respondent namely National Airports Division of Chennai. Thus, he has become direct employee of the 1st Respondent. On 21-3-95 the 1st Respondent has issued a circular in his proceedings NAA/M/1/ 1/COM permitting the regular employees and the Petitioner herein to undergo the training in the improvised technical telephone operations and from which it is evident that the Petitioners are well trained in the respective area apart from their educational and vocational qualifications in the relevant fields. Further, the contract labourers employed at Delhi Airport under the 1st Respondent have approached

the High Court of Delhi for their absorption and after that the Respondent had also absorbed them in regular employment. Furthermore, one of the employees Mrs. Nirmala of the 1st Respondent has approached the Labour Commissioner and on failure of conciliation, the matter was referred to Industrial Tribunal, Tamil Nadu and the said Tribunal has ordered to regularise her service with 50% back wages, continuity of service and other attendant benefits. While so, all of a sudden, the Respondent/Management has asked the Petitioner to stop from work and advertised in the newspaper and therefore, the Petitioner approached the High Court in W.P.No. 4003/97 and the High Court has pleased to grant injunction restraining the Respondent from terminating the Petitioner from the post of telephone operator at Chennai airport. But, after the decision of Supreme Court in SAIL case, the High Court has held that the Writ Petition itself is not maintainable and directed the Petitioner to seek remedy in accordance with law. Since the Petitioner has continuously worked for 240 days in a period of about 14 years, the Petitioner is entitled for reinstatement and back wages. Therefore, the Petitioner prays that an award may be passed directing the 1st Respondent to reinstate him into service with back wages and all other attendant benefits.

4. As against this, the 1st Respondent in its Counter Statement contended that this Respondent by, an advertisement dated 27-8-89 in The Hindu called for quotation/business offers from reputed and experienced agencies preferably ex-servicemen to undertake the operation of 200 lines telephone exchange with one operator round the clock basis. The 2nd Respondent is one among the three agencies who offered the services by offer letter dated 12-10-89 and the 2nd Respondent was the successful bidder and executed an agreement to that effect and commenced the contract. The Petitioner is one among the employees of the 2nd Respondent who performed the contract job in the office of 1st Respondent for some time. The 2nd Respondent alone prepared the duty roster of his employees deployed for the purpose of contract. It is to be noted that even the existing regular employees of this Respondent may not have sufficient work as and when EPABX is installed. While the above proposal in Hand, recruitment of additional manpower to operate the existing PABX would be a futile and wasteful expenditure and hence, this Respondent decided to go for job contract as a short time measure and the contract was awarded to the 2nd Respondent when he became successful bidder. The purchase of EPABX and the subsequent process of purchase and installation there on got elongated due to various administrative and financial procedures. Therefore, the contract entered into between the 1st and, 2nd Respondent had to be extended from time to time by this Respondent. When this Respondent attempted to publish NIT in the year 1997, the Petitioner approached the High Court and filed W.P. challenging the publication of tender notification and successfully stalled it. Because of the interim orders, the Petitioner was continued to be deployed in the telephone exchange of the Respondent. There is no direct contact or supervision over the Petitioner or any operator deployed by the contract and the Petitioner had never worked under the employment roll of this Respondent

and hence, the question of break in service does not arise. Even though the Petitioner alleged that he is in continuous service, it is only with the 2nd Respondent and not with this Respondent as there is no employer-employee relationship between the Petitioner and this Respondent. The service conditions, job specification of the employees of this Respondent are not same and similar to that of the work done by the Petitioner. It is not correct to say that this Respondent has permitted the Petitioner to undergo training in the improvised technical operation. The job done by the Petitioner is purely on job contract and not the contract falling under the provisions of Contract Labour (Regulation & Abolition) Act. The scope of principal employer or registration or licence under the provisions of Contract Labour (Regulation & Abolition) Act is not applicable in this case. This Respondent is not aware of any such order passed by Industrial Tribunal, Tamil Nadu as alleged by the Petitioner. The Writ Petition filed by the Petitioner was dismissed as not maintainable, in view of the order of the Supreme Court in SAIL case. It is not correct to say that the Petitioner is working for more than 240 days for a period of 14 years. The Petitioner was one among the many operators deployed by 2nd Respondent for the purpose of job contract from time to time and hence, the Petitioner is not entitled to any relief as prayed for. Therefore, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are —

- (i) "Whether the demand of Shri T. Palani for reinstatement with back wages by the management of Airports Authority of India, National Airports Division, Chennai is justified or not? If yes, to what relief he is entitled?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. 1 :

6. The case of the Petitioner in this dispute is that though he and two other employees entered into the 1st Respondent /Management as contract labourers, the Government of India, Ministry of Labour by notification No. S.O.142(E) dated 2-3-93 under the original of Ex. W 18 has prohibited the 1st Respondent namely Airport Authority of India from engaging contract labour in the jobs of telephone operator in its premises. However, despite the prohibition referred to above, the Airport Authority of India namely the 1st Respondent continued to employ the Petitioner and three others as telephone operators in its premises at Chennai. Further, under the provisions of Contract Labour (Regulation & Abolition) Act, every principal employer engaging a contract and every contractor engaging contract labour in the establishment have to obtain registration certificate and the licences respectively from the authority under the Act. In this case, no doubt, at the beginning the Respondents have obtained certificate and licence, but subsequently, after the year 1993 no valid licence was granted to the 2nd Respondent from the concerned authority, in view of the ban created under notification dated 2-3-93. Even in spite of that the 2nd Respondent sent a letter dated 3-5-95 under the original of EX.W2 to the Assistant Labour Commissioner

(Central) New Delhi requesting for renewal/extension of licence for continuing them to engage contract labour in Airport Authority of India. But, the competent authority has refused to renew the same by its letter dated 21-9-1995, copy of which is marked as Ex. W3 keeping in view of the notification dated 2-3-93 of Ministry of Labour, Government of India and it was also intimated to the 1st Respondent by the 2nd Respondent by a letter dated 16-10-95, copy of which is marked as Ex. W4. In spite of all these things, the 1st Respondent namely Airport Authority of India continued to engage the Petitioner and three others for the job of telephone operator. Since no telephone registration of the operator establishment under the Act is made, the establishment namely Airport Authority of India cannot employ contract labour. Similarly, the effect of non-licensing of contractor is that the contractor is precluded from undertaking or executing any work through contract labour. Under such circumstances, after the issuance of notification even though it is alleged that the 1st and 2nd Respondent entered into contract, it is not valid in law and therefore, the Petitioner and three others are directly employed under the 1st Respondent and the contract alleged to have been entered into between the 1st and 2nd Respondents is nothing but sham and nominal. Further, the work performed by the Petitioner and three others in the telephone exchange is perennial in nature. MW1 who was examined on the side of the 1st Respondent has clearly stated that the Petitioner and three other telephone operators have done the same work as that of regular telephone operators employed by the 1st Respondent. Thus, the Petitioner and three others put in continuous service over a period of 14 years in the 1st Respondent/Management. Therefore, the termination of the Petitioner by the 1st Respondent is illegal and no mandatory provisions of Section 25F have been followed and therefore, the termination is invalid and he has to be reinstated with all benefits.

7. As against this, the 1st Respondent contended that the Petitioner herein has been working under the 2nd Respondent, who has been contracted for maintenance of telephone exchanges situated in Airports of Chennai and the 1st Respondent has no control whatsoever over the Petitioner. The Petitioner is only a contract labour under the 2nd Respondent. The Petitioner who has been removed from service or work done by the 2nd Respondent herein for the reasons best known to him has been trying to gain unlawful enrichment by misinterpreting the Contract Labour (Regulation & Abolition) Act and he wanted to enter into the service of 1st Respondent by back door entry. Though the Petitioner has produced number of documents and examined two witnesses on his side, he has not produced any document to establish that he has been working under the 1st Respondent herein or the 1st Respondent has supervised the work of the Petitioner. On the other hand, the 1st Respondent has filed documents to show that it is only the 2nd Respondent exercised control and supervision over the Petitioner and other contract workers and therefore the Petitioner is not entitled to any relief in this dispute. Further, it is contended that the relationship between the 1st and 2nd Respondents is only contractual in nature and as such the appointment made by the 2nd Respondent in

discharge of his contractual obligation with the 1st Respondent is beyond the purview of the Act and Rules namely Contract Labour (Regulation & Abolition) Act and therefore, this dispute is not maintainable before this Tribunal. Further, though the Petitioner has examined one Mr. Kolappan, who alleged to have been the General Manager of the 2nd Respondent and who has stated that the 2nd Respondent has not exercised any supervision and it is only the 1st Respondent who has exercised control and supervision over the Petitioner, he has not produced any document to show that he has no control over the Petitioner. But, on the other hand, the Respondent has produced many documents to show only the 2nd Respondent has exercised control and supervision over the Petitioner and therefore, the oral evidence given by the Petitioner's witness is of no use to the Petitioner. Under such circumstances, the Petitioner is not entitled to get any relief in this dispute.

8. As against this, learned counsel for the Petitioner contended that though it is alleged that Contract Labour (Regulation & Abolition) Act is not applicable to the present case, the 1st Respondent has not denied that he has registered his name as principal employer and the 2nd Respondent as a contract employer under the Act. Further, the Petitioner has produced documents to show that the 2nd Respondent has applied for licence under Contract Labour (Regulation & Abolition) Act, which was rejected by the competent authority on the ground that Govt. has prohibited the employment of contract labour for this purpose. On behalf of the Petitioner it is further argued that validity of the above notification namely Government of India, Ministry of Labour bearing No. S.O.142(E) dated 2-3-93 came for scrutiny before the High Court of Bombay and even though the Bombay High Court initially quashed the above notification, subsequently, it reviewed its decision and restored the said notification and held the same as valid and consequently granted relief to the telephone operators. This judgment of Bombay High Court was upheld by Supreme Court in the case of INTERNATIONAL AIRPORT AUTHORITY OF INDIA Vs. DIGAMBAR MADYE & ORS reported in 2000 (1) LLJ 1078. Further, one of the employees of the 1st Respondent namely Smt. Nirmala, a contract labour had approached the Regional Labour Commissioner (Central) and on failure of conciliation, the matter was referred to Tamil Nadu Industrial Tribunal and the dispute was ended in favour of the employee and she was reinstated in service with all benefits. Further, though the 1st Respondent has alleged that there is no direct control or supervision over the Petitioner from Ex. W 10 and W 11 which was addressed by the 1st Respondent to the Security Officer, which requested the Security Officer to allow the Petitioner to carry out his duties at the airport premises clearly establish that the Petitioner was continuously working with the 1st Respondent and not under the 2nd Respondent. No doubt, the wages of the Petitioner was paid through 2nd Respondent alone, hence, it cannot be said that the 2nd Respondent has exercised control and supervision over the Petitioner. Further, MW 1 namely Mr. D. Narayanan who is a Selection Grade Senior Manager in the communication department of 1st Respondent in his cross examination

has admitted that the 2nd Respondent namely Hi Tech Engineering will not inspect the day to day work of the Petitioner. Though he denied the suggestion that day to day work instruction will be given by the 1st Respondent namely Airport Authority of India, when it is admitted by the Respondent witness that the day to day work instruction of the telephone exchange was not given by the contractor namely the 2nd Respondent, it can be presumed that the Petitioner and three other telephone operators were working only under the 1st Respondent/Management and they have been controlled and supervised only by the 1st Respondent. Further, MW 1 has admitted that the regular employees (telephone operators) are also working along with the contract employees and they are doing the same work as that of regular employees. Learned counsel for the Petitioner further contended that the 1st Respondent concern, which is a public sector undertaking have been indulging in unfair labour practice by engaging contract labour, even though it is prohibited by a Notification under section 10, of Contract Labour (Regulation & Abolition) Act only for monetary advantage by reducing the expenditure. He has also relied on the rulings reported in AIR 1995 SC 1893 GUJARAT ELECTRICITY BOARD Vs. HIND MAZDOOR SHABHA wherein the Supreme Court has held that "apart from the fact that it is a unfair labour practice, it is also an economically short sighted and unsound policy, both from the point of view of the undertaking concerned and the country as a whole. The economic growth is not to be measured only in terms of production and profits. It has to be gauged primarily in terms of employment and earnings of the people. Man has to be the focal point of development. The attitude adopted by the undertakings is inconsistent with the need to reduce unemployment and the Govt. policy declared from time to time to give jobs to the unemployed. This is apart from the mandate of the directive principles contained in Articles 38,39,41,42,43 and 47 of the Constitution." Relying on this decision, learned counsel for the Petitioner contended that in this case, though the appropriate Govt. has already abolished the contract labour system in the year 1993 in the 1st Respondent establishment, the 1st Respondent has entered into a contract with the 2nd Respondent, which is illegal and invalid and the contract is therefore, sham and nominal and only to deny the rights of the Petitioner and others. The job performed by the Petitioner and three others are perennial in nature and since they have continuously worked for more than 240 days in a year and for the period of 14 years in the 1st Respondent/Management under the direct control and supervision by its officers, the service of the Petitioner has to be regularised. Though the initial appointment was only as a contract labour, the 1st Respondent namely the principal employer has employed the Petitioner and three others continuously even after the notification of the Govt. banning the employment of contract labour and therefore, the Petitioner is entitled to the benefits as claimed in this dispute.

9. I find much force in the contention of the learned counsel for the Petitioner. In SAIL case, reported in 2001 4 LLN 135 the Full Bench of the Supreme Court has held that "on issuance of prohibition notification under section

10(1) of Contract Labour (Regulation & Abolition) Act, prohibiting the employment of contract labour or otherwise in an industrial dispute brought before it by any contract labour with regard to the conditions of service, the industrial adjudicator will have to consider the question 'whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for the work of the establishment under a genuine contract or is a mere ruse or camouflage to evade the compliance with various beneficial legislations so as to deprive the workers of benefits thereunder. If the contract is found to be not genuine, but mere, camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of contract labour in the establishment concerned, subject to the conditions as may be satisfied by it for that purpose in the light of para 6 hereunder."

10. In this case, though the 1st Respondent alleged that contract is genuine, it cannot be said that he can enter into a contract even after the year 1993 i.e. after the notification issued by the Government dated 2-3-1993. It is well established that the competent authority has refused to give licence and also registration under Contract Labour (Regulation & Abolition) Act on the ground that Government has issued notification prohibiting the contract labour with regard to telephone operator job in the 1st Respondent/Management, and the 1st Respondent/Management has entered into the contract with the 2nd Respondent/Management only to deprive the rights of the contract labourers and also the benefits under the labour legislations. When the Petitioner has stated that he has been continuously working in the 1st Respondent/Management as a telephone operator and the work of telephone operator is perennial in nature, the 1st Respondent has not denied that the Petitioners are not working continuously in the 1st Respondent/Management. Further, it is not the case of the 1st Respondent that the work done by the Petitioner is a temporary one and there is no work for the telephone operator in the 1st Respondent/Management, on the other hand, the Petitioner has produced Ex. W5, W6, W7 wherein one Ms. Anuradha has been selected for the post of telephone operator under the 1st Respondent/Management i.e. in the year 1997 after the date of notification issued by Government with regard to the ban on contract labour. Under such circumstances, it cannot be said that there is no vacancy or work for the Petitioner as telephone operator in the 1st Respondent/Management. Therefore, I come to the conclusion that after the notification dated 2-3-1993, the contract entered into between the 1st Respondent and 2nd Respondent is only a sham and nominal and it was made only to deny the benefits to Petitioner and three others under the labour legislations and it is only unfair labour practice exercised by the 1st Respondent against the Petitioner and three others. Under such circumstances, I find this point in favour of the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

11. In view of my foregoing findings, I find the demand of the Petitioner for reinstatement in the 1st Respondent/Management is justified and I have no hesitation to come to the conclusion that the Petitioner is entitled to the relief of reinstatement and with regard to the back wages, the Petitioner is entitled to 50% of the back wages and the 1st Respondent/Management is directed to regularise the service of the Petitioner from the date of the claim petition. No Costs.

12. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 14th May, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : WW 1 Sri T. Palan
WW 2 Sri Kolappan

For the II Party/Management : MW 1 Sri D. Narayanan

Documents Marked :

For the I Party/Petitioner :

Ex.No.	Date	Description
W1	21-03-95	Xerox copy of the circular issued by Respondent advising Petitioner to attend training.
W2	03-05-95	Xerox copy of the letter from 2nd Respondent to Assistant Labour Commissioner (Central).
W3	21-09-95	Xerox copy of the letter from RLC to 2nd Respondent.
W4	16-10-95	Xerox copy of the letter from 2nd Respondent to 1st Respondent.
W5	13-03-97	Xerox copy of the interview call letter of 1st Respondent to Ms. Anuradha.
W6	01-04-97	Xerox copy of the appointment order issued to Anuradha.
W7	03-04-97	Xerox copy of the joining report of Anuradha.
W8	01-02-99	Xerox copy of the request letters of Petitioner to Central Advisory Contract labour Board, New Delhi.
W9	18-04-00	Xerox copy of the award in I. D. No. 33/98.
W10	17-10-01	Xerox copy of the letter from 1st Respondent to Security Officer for permission of Petitioner.
W11	26-12-01	Xerox copy of the letter from 1st Respondent to Commandant, CISF for permission of Petitioner.
W12	27-03-02	Xerox copy of the legal notice issued by Petitioner to 1st Respondent.
W13	25-02-04	Xerox copy of the order of High Court in W.P. 4003/97.
W14	14-05-04	Xerox copy of the 2A petition before Assistant Labour Commissioner (Central).

W15	Nil	Xerox copy of the objection filed by Respondent.
W16	Nil	Xerox copy of the reply affidavit filed by Petitioner.
W17	08-09-04	Xerox copy of the failure report of conciliation.
W18	Nil	Xerox copy of the notification No. S.O. 142(E) dt. 2-3-93.

For the II Party/Management

Ex.No.	Date	Description
M1	25-08-89	Xerox copy of the letter to advertising Manager The Hindu and published copy.
M2	05-09-89	Xerox copy of the offer letter given by various companies.
M3	20-09-89	Xerox copy of the calling letter for an agency by II Party/Management.
M4	12-10-89	Xerox copy of the offer letter given by Hi tech engg.
M5	16-03-90	Xerox copy of the agreement between Respondents.
M6	06-03-90	Xerox copy of the the closed duty chart of telephone operators.
M7	11-03-90	Xerox copy of the duty roaster.
M8	11-04-90	Xerox copy of the letter of non-performance of PABX.
M9	17-04-90	Xerox copy of the letter form 1st Respondent to 2nd Respondent regarding poor performance of staff.
M10	26-04-90	Xerox copy of the reply given by 2nd Respondent.
M11	20-12-90	Xerox copy of the letter regarding change of operators.
M12	16-03-91	Xerox copy of the letter regarding extension of contract.
M13	09-04-91	Xerox copy of the letter regarding change of operators.
M14	27-08-91	Xerox copy of the letter regarding extension of contract.
M15	16-12-95	Xerox copy of the agreement between 1st and 2nd. Respondents.
M16	02-09-97	Xerox copy of the letter informing that one of the Operators was on leave.
M17	02-09-97	Xerox copy of the letter regarding termination of one of the operator.
M18	18-03-02	Xerox copy of the letter regarding contract become Surplus.
M19	02-05-02	Xerox copy of the letter regarding forwarding bills.
M20	06-06-02	Xerox copy of the letter regarding sanction of bill amt.

नई दिल्ली, 13 जून, 2007

का. आ. 1955.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई. डी. 31/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-6-2007 को प्राप्त हुआ था।

[सं. एल-11012/26/2004-आई.आर. (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 13th June, 2007

S.O. 1955.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 31/2005) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of A. A.I. and their workmen, which was received by the Central Government on 13-6-2007.

[No. L-11012/26/2004-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 14th May, 2007

PRESENT

K. Jayaraman, Presiding Officer

Industrial Dispute No. 31/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airport Authority of India (NAD) and their workmen)

BETWEEN

Sri M. Swaminathan : I Party/Petitioner
And

1. The Regional Executive Director,
Airports Authority of India (NAD)
Chennai Airport, Chennai : II Party/Management
2. The Managing Partner
Hi Tech Engineering, Chennai

APPEARANCES

For the Petitioner : M/s S Vijayadharani, Advocates.

For the Respondents : M/s Sree & Associates,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-11012/26/2004-IR (M) dated 11-2-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the demand of Shri M. Swaminathan for reinstatement with back wages by the management

of Airports Authority of India, National Airports Division, Chennai is justified or not? If yes, to what relief he is entitled?”

2. After the receipt of the reference, it was taken on file as I. D. No. 31/2005 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was working as contract labour as telephone operator in the telephone exchange of 1st Respondent through the contractor namely 2nd Respondent herein. The Petitioner was working from January, 1991 and he is a graduate and have obtained telephone operator certificate completing necessary diploma. The 2nd Respondent company is a contractor for maintaining telephone exchanges situated at the Airports of Chennai, Mumbai and New Delhi. The contract to provide telephone operators to maintain the telephone exchange along with the departmental regular employees, was awarded in favour of 2nd Respondent from the year 1989. The said contract was extended from time to time. The last of such contract was entered into on 23-1-97 w.e.f. November, 1996 to 30-4-97. This, the Petitioner is working for over a period of six to eight years as telephone operator without any break in service. Even though the Petitioner has performed the same or similar kind of work as the workman of the 1st Respondent employees, the wage rates, holidays, hour of work and other conditions of service of between the Petitioner and the regular employees of 1st Respondent are different. Thus, though they were doing the same work and shouldering the same responsibilities as that of permanent telephone operators, they are paid less salary. Though the Respondents have obtained licence and certificate from the Regional Labour Commissioner (Central), Ministry of Labour, New Delhi for this contract employment, subsequently, the Ministry of Labour, Government of India by notification No. 23013/3/77 dated 2-3-1993 has prohibited the employment of contract labour in the job of telephone operator in the employment of 1st Respondent. Because of the abolition of contract labour in the Respondent establishment, the principal employer and contractor did not have valid certificate and licence issued by competent authority beyond 2-3-1993 and therefore, the contract alleged to have been entered into between the 1st and 2nd Respondent from time to time beyond 2-3-1993 is invalid in the eye of law. Even though it was prohibited, the Petitioner is working continuously in the telephone exchange of the Respondent namely National Airports Division of Chennai. Thus, he has become direct employee of the 1st Respondent. On 21-3-95 the 1st Respondent has issued a circular in his proceedings NAA/M/T/1/COM permitting the regular employees and the Petitioner herein to undergo the training in the improvised technical telephone operations and from which it is evident that the Petitioners are well trained in the respective area apart from their educational and vocational qualifications in the relevant fields. Further, the contract labourers employed at Delhi Airport under the 1st Respondent have approached

th High Court of Delhi for their absorption and after that the Respondent had also absorbed them in regular employment. Furthermore, one of the employees Mrs. Nirmala of the 1st Respondent has approached the Labour Commissioner and on failure of conciliation, the matter was referred to Industrial Tribunal, Tamil Nadu and the said Tribunal has ordered to regularise her service with 50% back wages, continuity of service and other attendant benefits. While so, all of a sudden, the Respondent/Management has asked the Petitioner to stop from work and advertised in the newspaper and therefore, the Petitioner approached the High Court in W.P. No. 4003/97 and the High Court has pleased to grant injunction restraining the Respondent from terminating the Petitioner from the post of telephone operator at Chennai Airport. But, after the decision of Supreme Court in SAIL case, the High Court has held that the Writ Petition itself is not maintainable and directed the Petitioner to seek remedy in accordance with law. Since the Petitioner has continuously worked for 240 days in a period of about 14 years, the Petitioner is entitled for reinstatement and back wages. Therefore, the Petitioner prays that an award may be passed directing the 1st Respondent to reinstate him into service with back wages and all other attendant benefits.

4. As against this, the 1st Respondent in its Counter Statement contended that this Respondent by an advertisement dated 27-8-89 in The Hindu called for quotation/business offers from reputed and experienced agencies preferably ex-servicemen to undertake the operation of 200 lines telephone exchange with one operator round the clock basis. The 2nd Respondent is one among the three agencies who offered the services by offer letter dated 12-10-89 and the 2nd Respondent was the successful bidder and executed an agreement to that effect and commenced the contract. The Petitioner is one among the employees of the 2nd Respondent who performed the contract job in the office of 1st Respondent for some time. The 2nd Respondent alone prepared the duty roster of his employees deployed for the purpose of contract. It is to be noted that even the existing regular employees of this Respondent may not have sufficient work as and when EPABX is installed. While the above proposal in hand, recruitment of additional manpower to operate the existing PABX would be a futile and wasteful expenditure and hence, this Respondent decided to go for job contract as a short time measure and the contract was awarded to the 2nd Respondent when he became successful bidder. The purchase of EPABX and the subsequent process of purchase and installation thereon got elongated due to various administrative and financial procedures. Therefore, the contract entered into between the 1st and 2nd Respondent had to be extended from time to time by this Respondent. When this Respondent attempted to publish NIT in the year 1997, the Petitioner approached the High Court and filed W.P. challenging the publication of tender notification and successfully stalled it. Because of the interim order, the Petitioner was continued to be deployed in the telephone exchange of the Respondent. There is no direct contact or supervision over the Petitioner or any operator deployed by the contract and the Petitioner had never worked under the employment roll of this Respondent

and hence, the question of break in service does not arise. Even though the Petitioner alleged that he is in continuous service, it is only with the 2nd Respondent and not with this Respondent as there is no employer-employee relationship between the Petitioner and this Respondent. The service conditions, job specification of the employees of this Respondent are not same and similar to that of the work done by the Petitioner. It is not correct to say that this Respondent has permitted the Petitioner to undergo training in the improvised technical operation. The job done by the Petitioner is purely on job contract and not the contract falling under the provisions of Contract Labour (Regulation & Abolition) Act. The scope of principal employer or registration or licence under the provisions of Contract Labour (Regulation & Abolition) Act is not applicable in this case. This Respondent is not aware of any such order passed by Industrial Tribunal, Tamil Nadu as alleged by the Petitioner. The Writ Petition filed by the Petitioner was dismissed as not maintainable, in view of the order of the Supreme Court in SAIL case. It is not correct to say that the Petitioner is working for more than 240 days for a period of 14 years. The Petitioner was one among the many operators deployed by 2nd Respondent for the purpose of job contract from time to time and hence, the Petitioner is not entitled to any relief as prayed for. Therefore, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the demand of Shri M. Swaminathan for reinstatement with back wages by the management of Airports Authority of India, National Airports Division, Chennai is justified or not? If yes, to what relief he is entitled?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. 1 :—

6. The case of the Petitioner in this dispute is that though he and two other employees entered into the 1st Respondent/Management as contract labourers, the Government of India, Ministry of Labour by notification No. S.O. 142(E) dated 2-3-93 under the original of Ex. W18 has prohibited the 1st Respondent namely Airport Authority of India from engaging contract labour in the jobs of telephone operator in its premises. However, despite the prohibition referred to above, the Airport Authority of India namely the 1st Respondent continued to employ the Petitioner and three others as telephone operators in its premises at Chennai. Further, under the provisions of Contract Labour (Regulation & Abolition) Act, every principal employer engaging a contract and every contractor engaging contract labourer in the establishment have to obtain registration certificate and the licences respectively from the authority under the Act. In this case, no doubt, at the beginning the Respondents have obtained certificate and licence, but subsequently, after the year 1993 no valid licence was granted to the 2nd Respondent from the concerned authority, in view of the ban created under notification dated 2-3-93. Even in spite of that the 2nd Respondent sent a letter dated 3-5-95 under the original of Ex. W2 to the Assistant Labour Commissioner (Central)

New Delhi requesting for renewal/extension of licence for continuing them to engage contract labour in Airport Authority of India. But, the competent authority has refused to renew the same by its letter dated 21-9-1995, copy of which is marked as Ex. W3 keeping in view of the notification dated 2-3-93 of Ministry of Labour, Government of India and it was also intimated to the 1st Respondent by the 2nd Respondent by a letter dated 16-10-95, copy of which is marked as Ex. W4. In spite of all these things, the 1st Respondent namely Airport Authority of India continued to engage the Petitioner and three others for the job of telephone operator. Since no registration of the establishment under the Act is made, the establishment namely Airport Authority of India cannot employ contract labour. Similarly, the effect of non-licensing of contractor is that the contractor is precluded from undertaking or executing any work through contract labour. Under such circumstances, after the issuance of notification even though it is alleged that the 1st and 2nd Respondent entered into contract, it is not valid in law and therefore, the Petitioner and three others are directly employed under the 1st Respondent and the contract alleged to have been entered into between the 1st and 2nd Respondents is nothing but sham and nominal. Further, the work performed by the Petitioner and three others in the telephone exchange is perennial in nature. MW1 who was examined on the side of the 1st Respondent has clearly stated that the Petitioner and three other telephone operators have done the same work as that of regular telephone operators employed by the 1st Respondent. Thus, the Petitioner and three others put in continuous service over a period of 14 years in the 1st Respondent/Management. Therefore, the termination of the Petitioner by the 1st Respondent is illegal and no mandatory provisions of Section 25F have been followed and therefore, the termination is invalid and he has to be reinstated with all benefits.

7. As against this, the 1st Respondent contended that the Petitioner herein has been working under the 2nd Respondent, who has been contracted for maintenance of telephone exchanges situated in Airports of Chennai and the 1st Respondent has no control whatsoever over the Petitioner. The Petitioner is only a contract labour under the 2nd Respondent. The Petitioner who has been removed from service or work done by the 2nd Respondent herein for the reasons best known to him has been trying to gain unlawful enrichment by misinterpreting the Contract Labour (Regulation & Abolition) Act and he wanted to enter into the service of 1st Respondent by back door entry. Though the Petitioner has produced number of documents and examined two witnesses on his side, he has not produced any document to establish that he has been working under the 1st Respondent herein or the 1st Respondent has supervised the work of the Petitioner. On the other hand, the 1st Respondent has filed documents to show that it is only the 2nd Respondent exercised control and supervision over the Petitioner and other contract workers and therefore, the Petitioner is not entitled to any relief in this dispute. Further, it is contended that the relationship between the 1st and 2nd Respondents is only contractual in nature and as such, the appointment made by the 2nd Respondent in discharge of his contractual obligation with the

1st Respondent is beyond the purview of then Act and Rules namely Contract Labour (Regulation & Abolition) Act and therefore, this dispute is not maintainable before this Tribunal. Further, though the Petitioner has examined one Mr. Kolappan, who alleged to have been the General Manager of the 2nd Respondent and who has stated that the 2nd Respondent has not exercised any supervision and it is only the 1st Respondent who has exercised control and supervision over the Petitioner, he has not produced any document to show that he has no control over the Petitioner. But, on the other hand, the Respondent has produced many documents to show only the 2nd Respondent has exercised control and supervision over the Petitioner and therefore, the oral evidence given by the Petitioner's witness is of no use to the Petitioner. Under such circumstances, the Petitioner is not entitled to get any relief in this dispute.

8. As against this, learned counsel for the Petitioner contended that though it is alleged that Contract Labour (Regulation & Abolition) Act is not applicable to the present case, the 1st Respondent has not denied that he has registered his name as principal employer and the 2nd Respondent as a contract employer under the Act. Further, the Petitioner has produced documents to show that the 2nd Respondent has applied for licence under Contract Labour (Regulation & Abolition) Act, which was rejected by the competent authority on the ground that Govt. has prohibited the employment of contract labour for this purpose. On behalf of the Petitioner, it is further argued that validity of the above notification namely Government of India, Ministry of Labour bearing No. S.O. 142(E) dated 2-3-93 came for scrutiny before the High Court of Bombay and even though the Bombay High Court initially quashed the above notification, subsequently, it reviewed its decision and restored the said notification and held the same as valid and consequently granted relief to the telephone operators. This judgement of Bombay High Court was upheld by Supreme Court in the case of International Airport Authority of India Vs. Digambar Madye & Ors reported in 2000(1) LLJ 1078. Further, one of the employees of the 1st Respondent namely Smt. Nirmala, a contract labour had approached the Regional Labour Commissioner (Central) and on failure of conciliation, the matter was referred to Tamil Nadu Industrial Tribunal and the dispute was ended in favour of the employee and she was reinstated in service with all benefits. Further, though the 1st Respondent has alleged that there is no direct control or supervision over the Petitioner from Ex. W10 and W11 which was addressed by the 1st Respondent to the Security Officer, which requested the Security Officer to allow the Petitioner to carry out his duties at the airport premises clearly establish that the Petitioner was continuously working with the 1st Respondent and not under the 2nd Respondent. No doubt, the wages of the Petitioner was paid through 2nd Respondent alone, hence, it cannot be said that the 2nd Respondent has exercised control and supervision over the Petitioner. Further, MW1 namely Mr. D. Narayanan who is a Selection Grade Senior Manager in the communication department of 1st Respondent in his cross examination has admitted that the 2nd Respondent namely Hi Tech Engineering will not inspect the day to day

work of the Petitioner. Though he denied the suggestion that day to day work instruction will be given by the 1st Respondent namely Airport Authority of India, when it is admitted by the Respondent witness that the day to day work instruction of the telephone exchange was not given by the contractor namely the 2nd Respondent, it can be presumed that the Petitioner and three other telephone operators were working only under the 1st Respondent/Management and they have been controlled and supervised only by the 1st Respondent. Further, MWI has admitted that the regular employees (telephone operators) are also working along with the contract employees and they are doing the same work as that of regular employees. Learned counsel for the Petitioner further contended that the 1st Respondent concern, which is a public sector undertaking have been indulging in unfair labour practice by engaging contract labour, even though it is prohibited by a Notification under section 10 of Contract Labour (Regulation & Abolition) Act only for monetary advantage by reducing the expenditure. he has also relied on the rulings reported in AIR 1995 SC 1893 GUJARAT ELECTRICITY BOARD Vs. HIND MAZDOOR SHABHA wherein the Supreme Court has held that "*apart from the fact that it is a unfair labour practice, it is also an economically short sighted and unsound policy, both from the point of view of the undertaking concerned and the country as a whole. The economic growth is not to be measured only in terms of production and profits. It has to be gauged primarily in terms of employment and earnings of the people. Man has to be the focal point of development. The attitude adopted by the undertakings is inconsistent with the need to reduce unemployment and the Govt. policy declared from time to time to give jobs to the unemployed. This is apart from the mandate of the directive principles contained in Article 38, 39, 41, 42, 43 and 47 of the Constitution.*" Relying on this decision, learned counsel for the Petitioner contended that in this case, though the appropriate Govt. has already abolished the contract labour system in the year 1993 in the 1st Respondent establishment, the 1st Respondent has entered into a contract with the 2nd Respondent, which is illegal and invalid and the contract is therefore, sham and nominal and only to deny the rights of the Petitioner and others. The job performed by the Petitioner and three others are perennial in nature and since they have continuously worked for more than 240 days in a year and for the period of 14 years in the 1st Respondent/Management under the direct control and supervision by its officers, the service of the Petitioner has to be regularised. Though the initial appointment was only as a contract labour, the 1st Respondent namely the principal employer has employed the Petitioner and three others continuously even after the notification of the Govt. banning the employment of contract labour and therefore, the Petitioner is entitled to the benefits as claimed in this dispute.

9. I find much force in the contention of the learned counsel for the Petitioner. In SAIL case, reported in 2001 4 LLN 135 the Full Bench of the Supreme Court has held that "*on issuance of prohibition notification under section 10(1) of Contract Labour (Regulation & Abolition) Act,*

prohibiting the employment of contract labour or otherwise in an industrial dispute brought before it by any contract labour with regard to the conditions of service, the industrial adjudicator will have to consider the question 'whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for the work of the establishment under a genuine contract or is a mere ruse or camouflage to evade the compliance with various beneficial legislations so as to deprive the workers of benefits thereunder. If the contract is found to be not genuine, but mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of contract labour in the establishment concerned, subject to the conditions as may be satisfied by it for that purpose in the light of para 6 hereunder.'"

10. In this case, though the 1st Respondent alleged that contract is genuine, it cannot be said that he can enter into a contract even after the year 1993 i.e. after the notification issued by the Govt. dated 2-3-1993. It is well established that the competent authority has refused to give licence and also registration under Contract Labour (Regulation & Abolition) Act on the ground that Govt. has issued notification prohibiting the contract labour with regard to telephone operator job in the 1st Respondent/Management, and the 1st Respondent/Management has entered into the contract with the 2nd Respondent/Management only to deprive the rights of the contract labourers and also the benefits under the labour legislations. When the Petitioner has stated that he has been continuously working in the 1st Respondent / Management as a telephone operator and the work of telephone operator is perennial in nature, the 1st Respondent has not denied that the Petitioners are not working continuously in the 1st Respondent/Management. Further, it is not the case of the 1st Respondent that the work done by the Petitioner is a temporary one and there is no work for the telephone operator in the 1st Respondent / Management, on the other hand, the Petitioner has produced Ex. W5, W6, W7 wherein one Ms. Anuradha has been selected for the post of telephone operator under the 1st Respondent/Management i.e. in the year 1997 after the date of notification issued by Govt. with regard to the ban on contract labour. Under such circumstances, it cannot be said that there is no vacancy or work for the Petitioner as telephone operator in the 1st Respondent/Management. Therefore, I come to the conclusion that after the notification dated 2-3-1993, the contract entered into between the 1st Respondent and 2nd Respondent is only a sham and nominal and it was made only to deny the benefits to Petitioner and three others under the labour legislations and it is only unfair labour practice exercised by the 1st Respondent against the Petitioner and three others. Under such circumstances, I find this point in favour of the Petitioner.

Point No. 2 :-

The next point to be decided in this case is to what relief the Petitioner is entitled?

11. In view of my foregoing findings, I find the demand of the Petitioner for reinstatement in the 1st Respondent/Management is justified and I have no hesitation to come to the conclusion that the Petitioner is entitled to the relief of reinstatement and with regard to the back wages, the Petitioner is entitled to 50% of the back wages and the 1st Respondent/Management is directed to regularise the service of the Petitioner from the date of the claim petition. No Costs.

12. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 14th May, 2007.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :-

For the 1st Party/Petitioner: WW1 Sri M. Swaminathan
WW2 Sri Kolappan

For the II Party/Management : MW 1 Sri D. Narayanan

Documents Marked :-

For the Ist Party/Petitioner :-

Ex. No. Date Description

W1	21-03-95	Xerox copy of the circular issued by Respondent advising Petitioner to attend training
W2	03-05-95	Xerox copy of the letter from 2nd Respondent to Assistant Labour Commissioner (Central)
W3	21-09-95	Xerox copy of the letter from RLC to 2nd Respondent
W4	16-10-95	Xerox copy of the letter from 2nd Respondent to 1st Respondent.
W5	13-03-97	Xerox copy of the interview call letter of 1st Respondent to Ms. Anuradha.
W6	01-04-97	Xerox copy of the appointment order issued to Anuradha
W7	03-04-97	Xerox copy of the joining report of Anuradha
W8	01-02-99	Xerox copy of the request letters of Petitioner to Central Advisory Contract Labour Board, New Delhi
W9	18-04-00	Xerox copy of the award in I.D. No. 33/98
W10	17-10-01	Xerox copy of the letter from 1st Respondent to Security Officer for permission of Petitioner
W11	26-12-01	Xerox copy of the letter from 1st Respondent to Commandant, CISF for permission of Petitioner
W12	27-03-02	Xerox copy of the legal notice issued by Petitioner to 1st Respondent
W13	25-02-04	Xerox copy of the order of High Court in W.P. 4003/97
W14	14-05-04	Xerox copy of the 2A petition before Assistant Labour Commissioner (Central)

W15	Nil	Xerox copy of the objection filed by Respondent
W16	Nil	Xerox copy of the reply affidavit filed by Petitioner
W17	08-09-04	Xerox copy of the failure report of conciliation
W18	Nil	Xerox copy of the notification No. S.O. 142(E) dt. 2-3-93

For the II Party/Management :-

Ex. No.	Date	Description
W1	25-08-89	Xerox copy of the letter to advertising Manager, The Hindu & published copy
W2	05-09-89	Xerox copy of the offer letter given by various companies
W3	20-09-89	Xerox copy of the calling letter for an agency by II Party/Management
W4	12-10-89	Xerox copy of the offer letter given by Hi tech engg.
W5	16-03-90	Xerox copy of the agreement between Respondents
W6	06-03-90	Xerox copy of the closed duty chart of telephone operators
W7	11-03-90	Xerox copy of the duty roster
W8	11-04-90	Xerox copy of the letter of non-performance of PABX
W9	17-04-90	Xerox copy of the letter from 1st Respondent to 2nd Respondent regarding poor performance of staff
M10	26-04-90	Xerox copy of the reply given by 2nd Respondent.
M11	20-12-90	Xerox copy of the letter regarding change of operators.
M12	16-03-91	Xerox copy of the letter regarding extension of contract.
M13	09-04-91	Xerox copy of the letter regarding change of operator.
M14	27-08-91	Xerox copy of the letter regarding extension of contract.
M15	16-12-95	Xerox copy of the agreement between 1st and 2nd Respondents.
M16	02-09-97	Xerox copy of the letter informing that one of the Operators was on leave.
M17	02-09-97	Xerox copy of the letter regarding termination of one of the operator.
M18	18-03-02	Xerox copy of the letter regarding contract become Surplus.
M19	02-05-02	Xerox copy of the letter regarding forwarding bills.
M20	06-06-02	Xerox copy of the letter regarding sanction of bill amt.

नई दिल्ली, 13 जून, 2007

का. आ. 1956.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एपारेल एक्सपोर्ट प्रमोशन काउन्सिल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2 मुम्बई के पंचाट (संदर्भ संख्या 17/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-6-2007 को प्राप्त हुआ था।

[सं. एल-42012/72/2001-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 13th June, 2007

S. O. 1956.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 17 of 2002 of the Cent. Govt. Indus. Tribunal-cum-Labour Court No.2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of M/s. Apparel Export Promotion Council, and their workmen, received by the Central Government on 13-6-2007.

[No. L-42012/72/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A.A. Lad, Presiding Officer

Ref. No. CGIT-2/17 of 2002

Employers in Relation to the Management of M/s.
Apparel Export Promotion Council

The Joint Director

M/s. Apparel Export Promotion Council

Bajaj Bhavan, 12th floor

Nariman Point

Mumbai-400021

: First Party

V/s.

Their Workmen

Mr. Rajendra Pillai

Mane House, Room No. 2

Prabhat Colony

Santacruz (E)

Mumbai 400055

: Second Party

APPEARANCES

For the Employer : Mr. B. K Hegde
First Party Advocate

For the Workmen : Mr. B. K. Ashok
Second Party Advocate

Mumbai, dated 24th May, 2007

AWARD PART-I

The Government of India Ministry of labour by its
Order No. L-42012/72/2001/IR(CM-II) dated 30-01-2002 in

exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Apparel Export Promotion Council, Mumbai in terminating the services of Shri Rajendra Pillai w.e.f. 6-5-1997 is legal and justified? If not, to what relief the workman is entitled to?”

2. Claim Statement is filed at Ex-7 by the second party workman stating that, first party is an establishment sponsored by Ministry to Textiles, Government of India, where more than 300 employees are working and Mumbai about hundred.

3. By appointment letter dated 15-6-1984, second party was appointed as a Jr. Assistant on salary Rs. 6000/- per month. In 1986 second party became a active member of the Trade Union Known by name ‘Employees Association of AEPC’ which was registered under Trade Union. He was General Secretary for the period of eight years. Looking the trade union activities of second party first party started harassing him. During the tenure of eight years as a Secretary of the Union, Union challenged all illegal activities of the first party. It also challenged unfair labour practice adopted by the first party. In all approach of the first party was against the interest of its employees and it was not tolerated by the union. To counter check the hurdle of the union, first party filed false and frivolous chargesheet and initiated enquiry with the help of its favourable officer. There was no evidence led against the second party. Inquiry officer was bias. Charges were not proved still action of dismissal was taken against the second party. So it prayed to quash and set aside the termination order dated 06-5-1997 observing enquiry not fair and proper vis-a-vis findings perverse with direction to first party to reinstate second party workman with benefits of backwages.

4. This is resisted by first party by filing written Statement Ex- 8 stating that, second party cannot raise this dispute against it since he availed the process of law available under MRTU and Pulp Act filing complaint under Section 28(1) read with items 5 and 9 of schedule 4 and as such res-judicata applies to the prayer of the second party workman. Besides it is stated that, second party is designated as junior assistant. First party is not an industry. It is just importing garments from outside countries like U.S.A., E.E.C, Canada, Norway. While working with first party as Jr. Assistant, second party employee, Rajendra Pillai indulged in to grave and serious misconducts and invited charge sheet and enquiry. After giving show cause notice dated 21-10-1994 and after obtaining explanation, charge sheet was served and enquiry was initiated. Full opportunity was given to second party workman. Even State Tribunal permitted second party to be represented by legal counsel in the domestic enquiry. Charges were of serious nature. Evidence was led before Inquiry Officer and after going through it and facts placed before Inquiry Officer, he concluded second party guilty of the charges levelled against him. As the charges were of serious nature

which were proved against second party, decision of dismissal was taken which is just and proper. So it is submitted that, reference be rejected observing enquiry fair and proper vis a vis findings not perverse.

5. In view of above pleadings, my Learned Predecessor framed issues at Ex-10 out of them issues Nos. 1 and 2 are framed on the point of enquiry which are to be decided on preliminary issues and its findings which I answer as follows:

Issue	Finding
i Whether the domestic inquiry conducted against the workman was as per the Principles of Natural Justice?	Yes
ii Whether the findings of the Inquiry Officer are perverse?	No.

Reasons

Issue Nos. 1 & 2 :—

6. Second party challenged the enquiry stating charges were frivolous and enquiry was bogus. Whereas first party contends that full opportunity was given. Evidence was before Inquiry Officer and relying on it, Inquiry Officer observed second party guilty of the charges.

7. To support that, no evidence is led by second party and by pursuance Ex-12, second party admitted the enquiry but maintained that, findings were perverse. Against that no evidence is led by first party also. Written Arguments are submitted by second party at Ex-20 and by first party at Ex-21 with some citations.

8. Here as stated above, in part-I award we have issue of enquiry and findings of it. Second party contends that he does not want to dispute the enquiry at present but want to maintain that findings were perverse. As stated above no evidence led by any of the sides.

9. This position reveals that, second party does not want to challenge the procedure adopted in conducting enquiry and opportunity given, but want to challenge the findings of the Inquiry Officer. So now, issue is of the findings of the Inquiry Officer. The copy of enquiry is placed at record filed by first party with Ex-9 where we find number of pages are written by Inquiry Officer for recording evidence in the enquiry. We find 153 questions were recorded and answer of it by the Inquiry Officer. So as far as enquiry is concerned and its procedure, there appears no quarrel from the second party's side.

10. Second party want to challenge the findings of the Inquiry Officer as stated above. Whereas evidence recorded by the Inquiry Officer and findings were also placed on record by first party with Ex-9. From internal pages Nos. 175 to 230 we find in the said portion charges are reproduced levelled against the second party. Even the reproduced explanation given by the second party dated 20-11-94 and 16-11-94 where he denied the charges. He referred the evidence recorded before him of witnesses namely Sanjay Sanghai Mr. Murlidharan, Mrs. Ammini

Jacob and Mr. Jagdish Ladha. He also considered the deposition of Jagdish Ladha more precisely of the incident dated 6-9-1994 where he states that, he withdrew Rs. 1 lakh from Central Bank of India, Mumbai Main Office as per demand of the second party workman. He also recorded further statement of Jagdish who states that, second party accepted said amount from him. He also referred the visit of second party to the office of Jagdish Ladha for collecting said amount and at the instance of Sanjay Sanghai said amount was given to second party workman. He also referred the copy of the application dated 2-9-1992. He also referred the admission given by second party and role played by him in the said transaction. He also considered the amount of Rs. 1 lakh given by Ladha for Sanjay Sanghai to second party workman to show favour to their claim. Besides the considered evidence of other witness of the management. He also considered the request made by Sanjay Sanghai to Pillai second party workman to change the annexure dated 2-9-1994. He also observed the meeting of second party workman with these witnesses and role played by second party during their visit. Relying on all that Inquiry Officer observed that act of Sanjay Sanghai was against the interest of AEPC i.e. against first party's policy and second party helped Sanjay Sanghai in doing that and held second party guilty of the charges.

11. So if we considered all these coupled with evidence recorded by the Inquiry Officer which is not challenged at all by second party, I conclude that, there is no case of second party to conclude that findings were perverse.

12. So I answer above issues to that effect and passes the order observing enquiry fair and proper and findings not perverse. Hence the order :

ORDER

(1) Enquiry is fair and proper and findings not perverse.

(2) Parties to appear on quantum of punishment.

A. A. LAD, Presiding Officer

नई दिल्ली, 13 जून, 2007

का. आ. 1957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महानगर टेलीफोन निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-11 मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/63 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/143/2004-आई आर (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 13th June, 2007

S. O. 1957.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/63 of 2005) Government Industrial Tribunal cum Labour court, No. II, Mumbai as shown in the Annexure, in the Industrial Dispute between the employer in relation to

management of Mahanagar Telephone Nigam Ltd. and their workaen, wich was received by the Central Government on 13-6-2007.

[No. L-40012/143/2004-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Presiding Officer : A.A. Lad, CGIT-2/63 of 2005

PRESENT

A.A. Lad, Presiding Officer

Employers in Relation to Management of Mahanagar
Telephone Nigam Ltd.

The General Manager (LC)

Mahanagar Telephone Nigam Ltd.

Telephone Building, C.R. Marg, Fort

Mumbai-400001

V/s.

Their Workmen

Smt. Mani Alji Kundhadiya,

89/D, Raje Shiyaji Building Room No. 93, 4th Floor

Shivdas Chapsi Marg, Shanti Path,

Mazgaon, Mumbai 400 010.

APPEARANCES

For the Employer : Mr. V. Narayanan, Advocate

For the Workman : Mr. J.H. Sawant Advocate

Mumbai, dated 21st May, 2007

AWARD

The Government of India, Ministry of Labour by its order No. L-40012/143/2004/IR(DU) Dated 22-03-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Divisional Engineer (LC) N&E, MTNL, Mumbai by illegal retrenching the services of Smt. Mani Alji Kundhadiya w.e.f. 8-1-2004 is justified. If not, what relief the workman, Smt. Mani Alji Kundhadiya is entitled to?"

2. Claim Statement is filed at Ex-5 making out case that initially second party was engaged as a casual labourer on 3-2-94. Her services were terminated w.e.f. 1-6-96. Said was challenged by raising dispute and by Ref. CGIT-2/94 of 1998. It was decided by this Court on 21-06-99 directing first Party to reinstate second party workman observing termination dated 1-6-96 not justified and ordered to pay backwages w.e.f.said termination. Said order was challenged by first party before Hon'ble Bombay High Court which was dismissed. Then Special Leave petition was filed before

Apex Court which was also turned down. Thereafter second party was reinstated by order dated 5-9-2002 referring all those orders. It is stated that, again after reinstatement she was terminated by order dated 8-1-2003 mentioning that there are number of sweepers working on regular basis with first party and as such services of second party does not require. Said is challenged by the second party by approaching Conciliation Officer where she demanded reinstatement. No heed was given to the demand of the second party. So by letter dated 14-5-2004 she approached Assistant Labour Commissioner (C) and requested to consider her grievances of considering her reinstatement. Both Conciliation Officer vis a vis ALC(C) held number of meeting and when they realized that first party is not going to consider the grievance of the second party, submitted failure report on 2-9-2004 to Central Government and in terturn Central Government, Labour Ministry forwarded the subject-matter for adjudication. So she claimed to set aside the order of termination under challenge with order of backwages and continuity of service.

3. This is disputed by the first party by filing exhanstive reply at Ex-6 making out case that, though she was reinstated as per order of the Hon'ble High Court, in fact there were numher of sweepers working in regular basis with first party and as such no work is available with First party to assign it to second party workman. So notice was given offering all legal dues intimating second party that, her services is not required as work is not available. It is stated that, decision taken by first party is just proper and does not require to be interfered. It is denied that, second party is entitled to reinstatement. She was reinstated as a casual labourer and does not acquire status of permanency. So it is submitted that, action of termination taken against second party dated 8-11-2004 is just and proper.

4. In view of above pleadings, issues are tramed at Ex-I which I answer as under :

ISSUES FINDINGS

(i) Whether action in dispute of termination is just and proper? No.

(ii) Whether second party is entitled tor reinstatement? Yes,

(iii) What order? As per order below.

REASONS

5. This is a rather unique reference and one must appreciate the fight given by the second party who is a lady and illiterate to get justice. It is to be noted that this second party worked with first party as a casual labourer from 3-2-94 till 1-6-96. On 1-6-96 her services were terminated which she challenged by approaching Labour Commissioner (C). The dispute was referred by sending failure report and in turn Central Government Ministry of Labour & Employment forwarded same for adjudication. Said was allowed by this Tribunal by order dated 21/6/99 with a direction to first party to reinstate second party, giving benefits of backwages and continuity of services observing termination dated 1-6-96 not justified. It is to be noted that, said was challenged before Hon'ble High Court

by first party by filing Writ Petition which was turned down. Again Special Leave Petition was made by first party before Apex Court which was also dismissed on 19/10/2001 and in pursuance of that decision first party reinstated second party workman by order dated 5/9/2002. So this second party traveled from RLC (C) Mumbai upto Supreme Court and secured justice.

However again first party after reinstating her, terminated her services by order dated 8/1/2004 observing that, they have no sufficient work since there are regular sweepers working with first party and no work is available to assign to second party workmen. It is to be noted that, again second party approached ALC (C) and up to Central Government Ministry of Labour & Employment and again to this Court as dispute was referred of said termination for adjudication.

6. To prove her claim as genuine and bonafide, she filed her affidavit at Ex-20 in support of her claim where she narrated all this story and prayed to reinstate claiming second termination is not legal and proper and first party cannot terminate her. Against that, first party filed number of affidavits of their witnesses which are filed at Ex-22 to Ex-29. However, offered for cross witness S.J. Karmarkar whose affidavit is filed at Ex-23 and R.B. More whose affidavit is filed at Ex-25. In the cross these two witnesses of the first party does not speak much about legality of the termination and just go on saying that, they do not know whether sweeper like Kamble, Nerole and Pardeshi were appointed as sweepers or not. Even they do not know whether contract labourers were appointed to attend such work. They also do not know whether permission of Government was sought to terminate services of second party and whether procedure followed is just and proper.

7. The stand taken by first party is that there was no work and by giving legal notice of one month and offering legal dues, she was terminated which is legal. However it is not brought on record whether seniority list was prepared and it was considered while retrenching second party workman? It is also not made clear, whether second party was junior most among the staff of sweeper category and seniors were retained in the employment? No such a list is produced to observe that, legal procedure as required is followed while retrenching employee like this for not availability of work.

8. Another stand made out by first party is that, legal dues were paid to second party while terminating her services, Whereas case made out by second party is that, she was getting salary Rs.2550-3520 and she brought into the notice of first party, still compensation offered with legal notice was not offered on that basis and so it is not legal notice since legal dues were not offered before taking action of termination as required under Section 25 F of Industrial Disputes Act. Besides it is her case that, retrenchment compensation equivalent to 15 days average pay for every year in excess of six months was also not offered by first party and on that point there is no explanation from first party. The case made out by the second party is that? provisions of Section 2S-F, G and N

of Industrial Disputes Act are not followed, and no explanation are given by first party on that point. Written Arguments are submitted by second party at Ex-31 and by first party at Ex-32.

9. Number of case laws are referred by second party to challenge the termination and second party place reliance on Citation published in 1995 II CLR page 588 where our High Court observed that, when provision of Section 25-G are not followed such a termination is illegal. Same view is taken by Delhi High Court while deciding case of Municipal Corporation of Delhi V/s Shyam Lal & Ors. published in 1995 I CLR page 315. In another case our Hon'ble High Court followed same view while deciding case of ANZ Grindlays Bank V/s. General Secretary, Grindlays Bank Employees Union & Ors. published in 2001 I CLR page 570. Our Hon'ble Court while deciding case of Trade-wings Ltd. V/s. Prabhakar Dattaram Phodkar & Ors. published in 1993 III LLJ page 299 Bombay observed that non payment of retrenchment compensation vitiate the termination.

10. So if we consider all these coupled with case made out by both, I am of the view that, termination under challenge dated 8-1-2004 is not just and proper and require to be quashed and set aside. Besides it is be noted that, second party was reinstated by the first party as per the decisions of the Hon'ble High Court and Supreme Court. Said reinstatement was not with restricted meanings as taken by the first party observing she was taken as a casual labourer. There was no such observation and direction of any of the Court to reinstate second party on casual basis. The initial order was that, "Termination dated 1-6-96 is not justified and management is directed to reinstate her in service in continuity and pay her backwages w.e.f. 1-6-96". By this, it is crystal clear that, she was reinstated on regular basis and continuity of services was given by the said order which does not project that, she was directed to take on casual basis as presumed by first party and by said they used their right of termination which they exercised by order dated 8-1-2004. So I am of the opinion that she must get entire backwages from first party with continuity of service and ancillary benefits w.e.f. 8-1-2004. It is to be noted that, though first party terminated her services and she went upto Supreme Court and first party did not get any relief still one has to note the daring of the first party that, still they terminated her on flimsy ground of appointment of second party on casual basis. Infact this termination is nothing but misuse of process of law and decision taken in colorable exercises of its power as employer. So I answer the above issues to that effect. Hence the order :

ORDER

1. Reference is allowed
2. Termination dated 8-1-2004 is not legal and justified and hence quashed and set aside.
3. First party is directed to reinstate second party Smt. Alji Kundhadiya w.e.f. 8-1-2004 with all benefits i.e. continuity of service and ancillary benefits attached to that post.

Date : 21st May 2007

A. A. LAD, Presiding Officer

नई दिल्ली, 13 जून, 2007

AWARD

का. आ. 1958.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए. बी. एस. पैसिफिक इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/77/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-6-2007 को प्राप्त हुआ था।

[सं. एल-31011/6/2000-आई आर (एम)]
एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 13th June, 2007

S. O. 1958.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/77/2000) of the Central Government Industrial Tribunal Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the Employers in relation to the management of A B S Pacific India and their workman, which was received by the Central Government on 13-6-2007.

[No. L-31011/6/2000-IR(M)]

N.S. BORA, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT**

A.A. Lad, Presiding Officer

Reference No. CGIT-2/77 of 2000

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF ABS PACIFIC**

The Manager (India)
ABS Pacific
City Ice Building
298, P. Nariman Street
Fort
Mumbai-400001

.....First Party

V/s

Their Workmen

Mrs. Loretta D'mello
3/3/10, Navjivan Co-op. Housing Soc. Ltd.
Lamington Road
Mumbai 400008

.....Second Party

APPEARANCES:

For the Employer : Ms. Shilpa Bhatia, Advocate
(First) Party

For the Workman : Mr. P. M. Patel, Advocate
(Second Party)

Mumbai, dated 25th May, 2007

The Government of India, Ministry of Labour by its Order No. L-31011/6/2000/ IR(M) dated 14-06-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action M/s. ABS Pacific India by terminating Smt. Loretta D'Mello from the services of the company is justified and proper? If not, then what relief the workman is entitled to?”

2. Claim statement is filed at Ex-5 stating that she was appointed as a Secretary from 15-02-1968. During her employment she worked as a stenographer and attended work of filing, telex operating, disbursement of cash, cheques etc. She also supervised the work at the instance of officers. She was also preparing monthly expenses, invoices, statement and helping the Director at the end of the year.

3. First party is a Society which offers classification services to Ships and other Sea-going structures. The function of first party is to develop and publish standards for the design, construction and maintenance of ships and other sea-going structures. It is made applicable to ensure safety of life and property which travels with ship. The management charges fees for surveys required by ship owners and ship builders and as such, it is an 'industry'.

4. She states that, in the year 1975 her designation was changed to that of Secretary to 'Executive Secretary'. However she was doing the same work which she was doing previously. The allowance which were payable to her were stopped illegally by the first party. When she demanded it, it was not liked by the first party. She filed complaint for that before State Industrial Court under MRTU Pulp Act. The decision taken by second party to file such complaint was not liked by first party. So it took decision of dismissal and terminated her services with immediate effect by order dated 31-07-1992. According to second party said termination is illegal and first party cannot terminate her without following due process of law. She raised said dispute which was referred to State Industrial Court. Said was challenged by first party by filing WP No. 840 of 1995 where Hon'ble High Court observed Central Government was appropriate Government. So matter was referred to ALC (C). She prayed that, decision taken by first party of termination is not legal and she be reinstated with benefits of backwages and continuity of service.

5. It is disputed by first party by filing reply at Ex-7 stating that, second party does not fall in the category of 'workman' and Under Section 2 (s) of Industrial Disputes Act and as such, reference required to be rejected on that count only. It is further stated that, her duties, the salary paid to second party and power given to second party does not permit her to claim as a workman and since she is not a 'workman', she cannot be protected under provisions of Industrial Disputes Act. So it is submitted that, reference be rejected on that count only.

6. In view of the above pleadings, my Learned Predecessor framed issues at Ex-9 which I answer as follows :

Issues	Findings
(i) Whether Smt. Loretta D' Mello is a workman under Section 2 (s) of the Industrial Disputes Act?	Yes
(ii) Whether Smt. Loretta D' Mello proves that she has been illegally terminated from the services of the company?	Yes
(iii) Whether the action of M/s. ABS Pacific India by terminating Smt. Loretta D' Mello from the services of the Company is justified and proper?	No
(iv) What relief Smt. Loretta D' Mello is entitled to?	Second Party is entitled for reinstatement with continuity of service and back wages.

Reasons

Issue No. 1 :

7. Second party claimed that, she was appointed as a Secretary to the principle Surveyor by order dated 15-02-1968. She was doing work of filing, telex operating, distributing cash/cheques etc. Then she was promoted in 1975 and designated her as Executive Secretary. However she states that, she used to do the same work which she was doing prior to 1975. This is challenged by first party saying that, she is not 'workman' and that is the only say of the first party on that point. To support that, second party place reliance on her affidavit recorded at Ex-14 where she reproduced all those things. She admits that, she signed documents pages 15, 16, 19 of Ex-20 and explained that, she signed those at the instance of her superior. She also admits number of correspondences referred to her, explaining that, at the instance of Kochar, her Senior, she signed those. Against that, first party has examined said Kochar at Ex-26 who admits that, second party was appointed as Secretary. He admits that, second party was not deciding as to who was to visit abroad and who is to be called to India. He also admits that, second party has fixed working hours. He admits that circular produced at page 3. Ex-10 was applicable to second party also. He also admits that, he gave instructions to second party as per page 121. He admits that, Power of Attorney was not given to second party of the first party. He admits that he was having discussions with second party and then second party was typing it which was signed by him. So all these nature of work projected by both in this evidence does not reveal that, second party was doing other work than clerical. Her case is that, she was taking dictation and doing filing as well as working as a telex operator and distributing cash and cheques. This type of work is nothing but clerical where mind does not require to apply by the second party. It is not projected how much role was of the second party in taking decision in the policy of first party. Even it is not

case of first party that, second party was discussing in deciding policy of the 1st Party and was playing major role in decision taking matters. When second party's view are not taken while making policy and when she was having fixed time of her schedule and used to work as per the dictation of Mr. Kochar, how she can be treated not 'workman' as pleaded by first party? The Written Arguments submitted by first party at Ex-38 with number of citations does not project on her duties which oust her from the definition of 'workman' as defined under Section 2 (s) of the Industrial Disputes Act. It is not pointed out what are the duties of second party. On the contrary, second party has contended that, she was doing particular duties. Against that no specific case is made out by first party. All these reveal that, second party is a 'workman' and she was having no more status than that of workman. So I observe second party as a 'workman'. Accordingly I answer this issue to that effect.

Issues nos. 2 & 3 :

8. Second party challenged the termination saying that, she was terminated abruptly when she demanded her allowances and when she complained before State Industrial Court. As far as this contention is concerned, it is not challenged and it is not explained by first party, how its action is legal? Second party contents that, by termination dated 31-07-1992, she was terminated with immediate effect. In the reply filed at Ex-7, first party is silent about it and just concentrates on the status of the second party and did not utter any thing about legality of termination and demand of the second party. Even there is no evidence on that point besides, pleadings of the first party. Besides, it is not prayer of any side decide issue of workman initially. Even there is no order of the Court to decide issue of workman as a preliminary issue. All thus reveals that, first party does not want to challenge her demand of reinstatement. When said termination is not justified by the first party and when second party states that, it is illegal termination which is not disputed seriously by the first party vis-a-vis not justified by first party, I am of the opinion that, said termination is illegal.

9. Apart from that, there is no legal notice. It is not the case of the first party that, legal dues were paid before terminating her services. Also it is not case of the first party that, retrenchment benefits were paid to second party considering her long term of service. It is not explained why her services were terminated? On all these counts, first party is silent.

10. All that led me to come to the conclusion that, termination is illegal and require to be quashed and set aside by reinstating second party. Hence the order :

ORDER

- (1) Reference is allowed
- (2) Termination of second party Smt. Loretta D' Mello dated 31-07-1992 is quashed and set aside with direction to first party to reinstate her and give benefits of backwages with continuity of service.

Date : 25-5-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 14 जून, 2007

का.आ. 1959.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 11/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-06-2007 को प्राप्त हुआ था।

[सं. एल-22012/89/2004-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th June, 2007

S.O. 1959.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, received by the Central Government on 14-06-2007.

[No. L-22012/89/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL PRESENT

Sri Md. Sarfaraz Khan, Presiding Officer.

Reference No. 11 of 2005

PARTIES : The Agent, MIC Jhanjra Project of E.C.L.,
Loudoha, Burdwan

Vrs.

The General Secretary, Koyala Mazdoor Congress,
Asansol, Burdwan

REPRESENTATIVES

For the management : Sri P. K. Goswami, Advocate.

For the union (Workman) : Sri S. K. Pandey,
General Secretary, Koyala
Mazdoor Congress, Asansol.

Industry : Coal

State : West Bengal.

Dated the 15-05-2007

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/89/2004-IR (CM-II) dated 01-02-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of MIC Jhanjra Project under Jhanjra Area of M/s. Eastern Coalfields Limited in dismissing Sri Trinath Reddy, Face Crew, U.M. No. 508377 from service w.e.f. 9-10-2002 is legal and justified? If not, to what relief is the concerned workman entitled?”

2. On having received the Order No. L-22012/89/2005-IR (CM-II) dated 1-2-2005 of the above mentioned reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 11 of 2005 was registered on 14-02-05 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date fixed and file their written statements along with the relevant documents and a list of witnesses in support of their claims. Pursuant to the said order notices through the registered post were sent to the parties concerned. Sri P. K. Goswami, Advocate and Sri S. K. Pandey, General Secretary of the union appeared to represent the management and the workman concerned respectively and filed their written statement in support of their claims.

3. In brief compass the case of the union as set forth in its written statement is that Sh. Trinath Reddy was a permanent employee of the company working as Face Crew at MIC Jhanjra Project, Jhanjra Area of M/s. Eastern Coalfields Limited.

4. The main case of the union is that the delinquent workman absented from his duty w.e.f. 6-5-2002 to 13-6-2002 due to his sickness and subsequently charge sheeted for the same and thereafter he was dismissed from his service by the company w.e.f. 9-10-2002.

5. The further case of the union is that the workman concerned had neither received any charge sheet nor any copy of enquiry notice was served upon him and the workman concerned was thrown out of employment without giving him any opportunity to defend himself. The principle of natural justice was also denied to the delinquent employee as the so called enquiry was held ex-parte.

6. It is also the case of the union that the workman concerned was never served with the second show cause notice before awarding him such a harsh punishment of dismissal and since then the delinquent employee is sitting idle without any job. Lastly the order of awarding the punishment of dismissal has been claimed to be illegal and unjustified and a relief for reinstatement of the workman in the service with the payment of full back wages along with other consequential benefit has been sought.

7. On the other hand the defence case of the management in short as per the written statement is that the concerned workman had absented himself from attending his duty without any reason shown to the management or he did not dare to pray for any leave as such his absence was declared unauthorized. The charge dated 13-6-2002 as per clause 26: 29 of the Certified Standing Order was issued seeking clarification of his absence from duty w.e.f. 6-5-2002 but the concerned workman did not give any response to the charge sheet neither he attended at the enquiry which was held to enquire the charges leveled against him. Ultimately the *ex-parte* enquiry was held by the enquiry officer who found the charges proved and held him guilty for the same.

8. The further case of defence of the management is that the delinquent workman was in habit of absenting from his duties for which he was charge sheeted on several occasion. He was warned on the basis of charge sheet dated 8-5-98 for unauthorized absence. He was further

warned for the same kind of charges dated 6-6-2000 and dated 4-8-01. The past attendance was also not praise worthy, so the workman concerned does not deserve any leniency as such he was dismissed. The management has prayed to declare the action taken by the management as legal and justified and claimed that the delinquent workman is not entitled to get any relief sought for.

9. On perusal of the order sheets of the record it transpires that on 21-10-05 a hearing on preliminary point was made and the validity and the fairness of the enquiry proceeding was held to be valid, just and legal. The representative of the union had categorically admitted that there is no invalidity in the enquiry proceeding. Thereafter the record was fixed for final hearing of the dispute on merit which was finally heard on 15-5-07 and the award was kept reserved for order.

10. Keeping in view of the pleadings of both the parties and the materials available on the record. I find certain facts which are admitted one. So before entering into the discussion of the merit of the case, I would like to mention those facts which are admitted by the parties.

11. It is the admitted fact that the delinquent employee Sh. Trinath Reddy was a permanent employee of the company working as Face Crew, MIC, Jhanjra Project under Jhanjra Area of M/s. Eastern Coalfields Limited.

12. It is also the admitted fact that the delinquent employee was absent from his duty w.e.f. 6-5-2002 to 13-6-2002 without any leave or prior permission and information of the management and accordingly he was charge sheeted for his unauthorized absence from duty.

13. It is the next admitted fact that due to non-appearance of the workman concerned an *ex-parte* domestic enquiry was conducted by the management in which the enquiry officer had held him guilty for committing the misconduct of unauthorized absence for the said relevant period in question for which the workman concerned was dismissed by the competent authority from his service on 9-10-2002.

14. It is also directly or indirectly admitted case of the parties that the workman concerned never reported before the colliery management during the entire period of absence nor any written intimation stating the reason of his absence was submitted by the delinquent employee to the management.

15. It is the settled principle of law that the facts admitted need not be proved. Since all these facts mentioned above are admitted one. So I do not think proper to discuss the same in detail.

16. From the perusal of the record it transpires that none of the parties has examined any oral witness in support of its case. The record further reflects that the management has produced Xerox copies of some documents. Xerox copy of the charge sheet, Enquiry proceeding together with its findings, order of dismissal, show cause notice dated 18-9-2002 issued to the workman concerned, three copies of enquiry notice dated 30-6-02, 23-7-02 and 7-8-02. These documents filed by the side of the management are official letters which are admitted one as the contents or genuineness of the same has not been

challenged by the union. From the side of the union a Medical Certificate of fitness of the workman has been filed.

17. It is obvious from the record that the delinquent workman was charge sheeted for committing the misconduct of unauthorized absence for more than one month and when the workman concerned in spite of registered notice did not appear to explain the charge sheet the domestic enquiry was ordered to be conducted by an Enquiry Officer. It is further clear from the record that the said enquiry officer had sent the notices of enquiry thrice by the registered post to the home address of the workman concerned. The service of the notice will be deemed to be just and proper and legal in the eye of law. It is the proposition of law that when a communication is sent on proper address it is presumed that it was received in due course of time. Through the notice, date, time and place of enquiry was duly intimated to the workman concerned, so the plea of the union that no opportunity of hearing was given to him does not appear to be reasonable. Apart from this the union during the time of hearing on the preliminary point had admitted that there was no invalidity in the enquiry proceeding and as such the enquiry proceeding was held to be fair and valid. It is also clear from the enquiry proceeding and its findings that one Bimal Chandra Ghosh, management representative was examined during the course of enquiry proceeding who has clearly stated that the workman concerned was absenting from his duty from 6-5-02 without any information or permission of the competent authority. It is further stated that the charge sheet for the misconduct was issued by the registered post to the workman at his home address but no response to that effect was made, ultimately the domestic enquiry was decided to be conducted.

18. Having gone through the entire facts, circumstance, enquiry proceeding together with its findings I am satisfied to hold that the delinquent workman was admittedly absent from his duty w.e.f. 6-5-02 to 13-6-02 continuously without any leave, prior permission or information to the management. The Enquiry Officer has rightly held him guilty for the alleged charges of unauthorized absence and in view of the prevailing facts the delinquent employee deserves some suitable punishment for the alleged proven misconduct as per the provision prescribed in the Model Standing Order applicable to the establishment.

19. Now the only main point in issue for consideration before the court is to see as to how far the punishment of dismissal awarded to the workman concerned by the disciplinary authority is just, proper and proportionate to the alleged proven nature of misconduct.

20. Heard the learned lawyer for the management and the union in detail on the points in question. It was submitted by the union that it is simple case of an unauthorized absence for one month and seven days only and the absence from the duty during the relevant period is duly explained and the reasons of absence supported with medical certificate is relevant and satisfactory. It was further submitted that the workman concerned has got unblemish record during the service tenure and there has

not been any complain of any misconduct against the workman. The management has also not charge sheeted him for habitual absenteeism nor any chit of paper in this regard has been filed in the court nor there is specific pleading in this regard. So it can be easily concluded that it is the first offence of the workman concerned which has been sufficiently explained and supported by the Medical Certificate indicating the compelling circumstance beyond the control of the workman concerned. During the course of argument it was also submitted that a simple case of unauthorized absence for one month seven days can not be said to be a gross misconduct. The attention of the court was drawn towards the provision of the Model Standing Order where the extreme punishment prescribed is dismissal as per the gravity of the misconduct and it was claimed that the extreme penalty can not be imposed upon the workman in such a minor case of alleged misconduct of an unauthorized absence. This submission of the union has got sufficient force and appears to be convincing.

21. It has been several times clearly observed by different Hon'ble High Courts and the Apex Court as well that before imposing a punishment of dismissal it is necessary for the disciplinary authority to consider socio-economic back ground of the workman, his family back ground, length of service put in by the employee, his past records and other surrounding circumstances including the nature of misconduct and lastly the compelling circumstance to commit the misconduct. These are the relevant factors which must have to be kept in mind by the authority at the time of imposing the punishment which of course has not been done by the authority in this case.

22. Admittedly the workman concerned is an illiterate man of the weaker section of the society who is undoubtedly financially weak and poor who has suffered a lot for more than four years for a minor misconduct of unauthorized absence for one month seven days under the compelling circumstances beyond his control. It is clear that there is no charge of habitual absenteeism against him and it is the first offence. Besides this the workman has got an unblemish record as no evidence or document has been produced by the management in this regard. The attention of the court was drawn by the union towards the provision of the Model Standing Order laid down under clause 27(1) (page 15) where various minor punishment have been prescribed to be awarded according to the gravity of this misconduct. I fail to think as to why only maximum punishment available under the said clause should be awarded in the present facts and circumstance of the case. It has been observed by the Apex Court that justice must be tempered with mercy and that the delinquent workman should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management.

23. However I am of the view that the punishment of dismissal for an unauthorized absence for one month seven days under the compelling circumstance and without any *malafide* intention is not just and proper rather it is too harsh a punishment which is totally disproportionate to the alleged misconduct proved. Besides this as per the directives of the Apex Court no second show cause notice before imposing the punishment of dismissal has been

issued to the delinquent employee which is the direct violation of the directive of the Apex Court and the principles of natural justice as well. Such a simple case should have been dealt with leniently by the management. In this view of the matter I think it just and proper to modify and substitute the same exercising the power under 11(A) of the I.D. Act, 1947 in order to meet the ends of justice and as such the impugned order of dismissal of the concerned workman is hereby set aside and he is directed to be reinstated with the continuity of the service. In the light of the facts, circumstances and the proven misconduct for which the punishment of dismissal was awarded to the workman concerned I think it appropriate that the delinquent workman be imposed a punishment of stoppage of two increments with the cumulative effects. It is further directed that the workman concerned will be entitled to get only 40% of the back wages which will serve the ends of justice. Accordingly it is hereby

ORDERED

that let an "award" be and the same is passed on contest in favour of the workman concerned. Send the copies of the award to the Ministry of Labour, Government of India, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer
नई दिल्ली, 14 जून, 2007

का.आ. 1960.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल इन्स्टीट्यूट ऑफ विरोलोजी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 4/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-06-2007 को प्राप्त हुआ था।

[सं. एल-42012/41/2004-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th June, 2007

S.O. 1960.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 4/2005 of the Central Government Industrial Tribunal-cum-Labour Court Pune (Maharashtra) as shown in the Annexure in the Industrial Dispute between the management of National Institute of Virology, and their workmen, received by the Central Government on 14-06-2007.

[No. L-42012/41/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI S.K. DESHPANDE, INDUSTRIAL
TRIBUNAL, MAHARASHTRA AT PUNE

Reference (IT) No. 4 of 2005

ADJUDICATION

BETWEEN

National Institute of Virology

And

Smt. A. Chandrashekhar

In the matter of reinstatement with full back wages and continuity of service.

APPEARANCE

Shri A.K. Gupte for the first party

Shri P.D. Kalane for the second party

AWARD

(Date : 15-1-2007)

The Central Government in exercise of the powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred the present dispute for adjudication to this Tribunal between National Institute of Virology and Smt. A. Chandrashekhar, over the demand as mentioned in the Schedule appended to the order of reference. It reads as under:

“Whether the action of the management of National Institute of Virology, Pune, in terminating the services of Smt. A. Chandrashekhar, store servant w.e.f. 3-6-1996 in the guise of resignation letter dated 17-1-1997 is legal and justified? If, not to what relief the concerned workman is entitled to?”

2. According to the second party, after the death of her husband, she was appointed on compassionate ground with effect from 9-10-1984, since then she was permanently working with the first party, getting Rs. 2,500 per month towards salary and her service record was clean and unblemished. The second party added that on 17-1-1997 she was on duty, went to concerned officer to make enquiry in respect of pension dues of three months, however, the concerned officer obtained her signature on blank paper for unpaid pension, she was called on the next day, on that day, she was told about oral termination of her services and asked not to join duties from the next day and also informed about acceptance of resignation. The second party further added that she never gave resignation of the said post, her signature was obtained on blank paper, she had no knowledge about writing Marathi or Hindi, the handwriting appearing on the resignation letter is not her handwriting, and the resignation was obtained by misguiding and terminated her services. Lastly, the second party urged that getting signature on blank paper by misguiding the second party urged that getting signature on blank paper by misguiding the second party and then drafting the contents regarding resignation is illegal, amounts to unfair labour practice, thus the second party prays for reinstatement in service on the same post, as the store servant with full back-wages and continuity of service.

3. The first party strongly resisted the claim of the second party by reply, Ex.C-4. The first party contended that their establishment is a society registered under the Societies Act, engaged only in research activities in respect of various virus, do not have any activity of sale of the research, nor earned any profit, entire expenditure is borne by the Central Govt. through Indian Council of Medical Research and carrying out these activities as a sovereign function, thus the first party is not an ‘industry’ and this Court does not have any jurisdiction to entertain the reference. There is inordinate delay in raising the dispute, therefore, the reference as framed is not tenable under law.

In the alternative, the first party contended that the second party was appointed on compassionate grounds, however, she remained absent without intimation since 3-6-1996 and was unable to continue her service due to her family problem, therefore, she submitted her resignation on 17-1-1997, the same was duly accepted by the competent authority and the second party was relieved from service. The first party further contended that the application for final withdrawal of provident fund submitted by the second party on 25-7-1997 was forwarded and she received the provident fund amount from Indian Council of Medical Research, New Delhi by letter dated 26-8-1997 and the payment was also made and she accepted all the payments without any protest or grievance. The first party also contended that the second party submitted resignation on her own accord and there is no question of termination, the allegations made in the statement of claim are after-thought, those are vague and without any details. Lastly, the first party urged that there is no termination, much less illegal and ultimately prayed for dismissal of the reference.

4. My learned Predecessor has framed the issues at Ex.O-8, my findings and reasons to them are as below:

Issues	Findings
1. Whether the first party is an ‘industry’ within the meaning of S.2 (j) of the Industrial Disputes Act, 1947?	No
2. Whether the action of the first party to terminate the services of Smt. A. Chandrashekhar, Stores servant under the guise of resignation letter dt. 17-1-1997 is legal and justified?	Does not Survive.
3. To what relief, if any, the second party is entitled to?	Does not Survive.
4. What Award?	As per order below

REASONS

5. **Issue No. 1:** Shri A.K. Gupte, learned Counsel appearing on behalf of the first party strongly attacked the present reference on the ground that the first party is not an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. He submitted that the nature of work performed by the first party is in respect of research of various virus and the same is not being performed with commercial intent, thus the activities of the first party certainly fall under the sovereign functions of the Govt., that too, Central Govt., therefore, the first party is not an industry within the meaning of the I.D. Act. He put his reliance on the various decisions reported in (1) 1997 I C.L.R. 1176 (S.C.), (2) 1990 II C.L.R. 102 (Bom H.C.) (3) 1996 I C.L.R. 237 (S.C.) (4) 2004 (3) L.L.N. 572 (Guhati H.C.) and (5) 1994 (69) F.L.R. 888 (Gujarat H.C.) Whereas Shri Kalani, learned Advocate for the second party supported the jurisdiction of the Court on the ground that the first party is an industry under the Industrial Disputes Act, 1947 and the reference as framed is tenable under law.

6. It will not be out of place to mention here that, the second party nowhere stated in the statement of claim about

the activities of the first party nor deposed before the Court to that effect. Moreover, the first party specifically pleaded in the written statement (Ex. C-4) that it is a society registered under the Societies Act engaged only in research activities in respect of various virus, does not have any intent of commerce. It does not have any activity of sale of research product nor earn profits, the entire expenditure is borne by Central Govt. through Indian Council of Medical Research and the Central Govt. is carrying out these activities by way of sovereign functions, therefore, the first party is not an 'industry' as defined under S.2(j) of the I.D. Act.

7. Though the second party has not stated anything about the activities of the first party in her examination-in-chief, however, fairly admitted in cross-examination that the work of research of various virus is being conducted in the first party and the establishment of the first party runs through Central Govt. Not only this, but it has come on record through the evidence of the witness of the first party that, the first party deals in research work, the research product is not sold in the market, the establishment of the first party is Central Govt. and working under I.C.M.R. No trade is being done in the establishment of the first party is not a commercial establishment. It is pertinent to note here that the witnesses of the first party was fully cross-examined by the Counsel for the second party, however, nothing substantial has been brought on record nor the witness of the first party was even suggested that the first party is an industry.

8. Shri Gupte, learned Advocate for the first party respectfully submitted that the establishment of the first party is functioning under the control of I.C.M.R. and the funds are being provided by the Central Govt. He invited my attention to the Memorandum of I.C.M.R. available on record. There appears no dispute that the first party society runs through I.C.M.R. and it seems that the main object of the I.C.M.R. is the prosecution and assistance of research, the propagation of knowledge and experimental measures, generally in connection with the causation, mode of spread and prevention of diseases, primarily those of communicable nature, to initiate, add, develop and co-ordinate medical, scientific research in India and to promote and assist institutions for the study of diseases, their prevention, causation and remedy, to finance enquiries and researches, to issue appeals and applications for money and funds in furtherance of the said objects.

9. From the above discussed object of the I.C.M.R. and the activities of the first party, it is clear that the first party deals in research work of various virus and the research product is not for sale in the market, there is no intent of commerce. Furthermore the research work carried out by the first party is not connected with the production, supply or distribution of material goods or services and the research activity is undertaken only to obtain knowledge of various virus to find out the solution on it, therefore, the activity of the first party cannot be called as business or manufacture. Similarly, these activities cannot be described as an economic venture or commerce enterprise, as its object is not to produce and distribute services which would satisfy the human wants and wishes of the society. There is absolutely nothing on record to

show that the activities performed by the first party are also performed privately. Thus, there is no hitch to accept that the first party is not an 'industry' within the meaning of the I.D. Act.

10. I have carefully gone through the decisions relied on behalf of the first party. In the decision of Supreme Court reported in 1997 I.C.L.R. 1176 relied by the first party (supra), the Hon'ble Lordships of the Supreme Court appreciated that the PRL is engaged in pure research in space science, the purpose of research is to acquire knowledge about the formation and evolution of the universe but the knowledge thus acquired is not intended for sale. Similarly, the activities are not connected with the production, supply or distribution of material goods or services, therefore, PRL is not an industry.

Similarly, in the decision of our Bombay High Court reported in 1990 II C.L.R. 102 relied by the first party (supra), the issue was in respect of library of the Central Railway and it has been observed that through there is a systematic activity which is organised by the co-operation between employer and employee for the purpose of rendering services to the members of the library but there is no direct and substantial element of commerce in its activities for satisfying the materialistic needs of human beings, therefore, the library of the Central Railway is not an 'industry'.

11. In the case in hand I have observed earlier that the activity of the first party is not connected with production, supply or distribution of material goods or services and there is no direct and substantial element of commerce in its activities for satisfying the materialistic needs of human beings, therefore, even though the activity of the first party is systematic and organized by co-operation between employer and employees, still it is not an 'industry' within the meaning of the Act. In view of this, coupled with the above discussed decisions, it can be safely said that the first party is not an 'industry' within the meaning of Section 2(j) of the I.D. Act. Hence, I answer this issue in the negative.

12. Issues 2 & 3: As I have observed that the first party is not an 'industry' within the meaning of Section 2(j) of the I.D. Act, then the reference as framed is not tenable under law and therefore, there is no question of making enquiry about the action of the first party in respect of termination of services of the second party and also the relief claimed. Hence these issues do not survive and answered accordingly.

In the result, I proceed to pass the following order :

ORDER

1. The reference is answered in the negative as the first party is not an 'industry' within the meaning of S.2(j) of the I.D. Act.
2. The second party is not entitled for relief as prayed.
3. No order as to costs.
4. Award be drawn accordingly.

SHRIKANT K. DESHPANDE, Industrial Tribunal

नई दिल्ली, 15 जून, 2007

का. आ 1961.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (संदर्भ संख्या 14/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-6-2007 को प्राप्त हुआ था।

[सं. एल-22012/239/2000-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 15th June, 2007

S.O. 1961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 14/2001 of the Central Government Industrial Tribunal-cum-Labour Court Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E. C. L. and their workman, which was received by the Central Government on 15-6-2007.

[No. L-22012/239/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT, ASANSOL

PRESENT

Sri Md. Sarfaraz Khan : Presiding Officer

Reference No. 14 of 2001.

PARTIES

The Agent, Tilaboni Colliery of E.C.L., Sundarchak,
Burdwan

Vrs.

The General Secretary, Koyala Mazdoor Sabha,
Congress, Asansol, Burdwan

REPRESENTATIVES

For the management : Sri P.K. Das, Advocate

For the union (Workman) : Sri Rakesh Kumar, General
Secretary, Koyala Mazdoor
Congress, Asansol

Industry : Coal State : West Bengal

Dated the 3-5-2007

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/239/2000-IR(C-II) dated 27-4-2001 has been pleased to refer the following dispute for adjudication by the Tribunal.

SCHEDULE

“Whether the action of the management of Tilaboni Colliery of M/s. Eastern Coalfields Limited, is not providing employment to the dependent of Late Sri Nandlal Bouri, Ex-Pump Operator is legal and justified ? If not, what relief the workman is entitled to ?

After having received the Order No. L-22012/239/2000-IR(C-II) dated 27-04-2001 of the said reference from the Government of India, Ministry of labour, New Delhi, for adjudication of the dispute, a reference case No. 14 of 2001 was registered on 14-5-2001/8-11-01 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date fixed and to file their written statements alongwith the relevant documents and a list of witnesses in support of their claims. In compliance of the said order notices by the registered post were issued to the respective parties. Sri P.K. Das, Advocate and Sri Rakesh Kumar, General Secretary of the union appeared in the Court to represent the Management and the union respectively. Both the parties filed their written statement in support of their respective case.

2. The case of the union in brief compass as set forth in the written statement is that Sh. Nandlal Bouri had been working as Pump Operator at Tilaboni Colliery under Bankola Area of the E.C.L. He had applied for his voluntary retirement on medical ground and accordingly he was called to appear before Medical Board and was declared medically unfit for job on 26-4-94 and his service was terminated alongwith others.

3. The main case of the union is that as per wage agreement he applied for providing employment to his son under clause 9.4.3 of NCWA IV. Necessary screening was done but in the mean time D(P) ECL issued direction for stopping the processing of employment on the plea that the result of medical board held on 26-4-94 was kept in abeyance /cancelled. But fact remains that after canceling the result of the medical board the workmen concerned were not allowed to resume duty back as their services were already terminated and in the mean time Nandlal Bouri died. As per the ‘B’ Form of the colliery the date of birth recorded as 2-4-1949. So as per the date of birth he was due to retire on 24-4-2009. At the time of declaring him medically unfit the loss of employment was 15 years.

4. The further case of the union is that the management cancelled the Medical Board result on 26-4-04 and thereafter the management did not accept the termination of the workman. So if the direction of the management is agreed upon then Nandlal Bouri should be taken back in the service but the management did not allow back to resume duty nor his medical unfitness and termination from service was accepted. So he should be paid wages from the date of stopping his duty to the date of death i.e. on 25-2-98 and as per provisions of clause 9.4.2 of NCWA-IV he should be provided employment because he was on the roll of the company at the time of

death. In both the case i.e. either as per clause 9.4.3 i.e. termination on medical ground or under death scheme of the company under clause 9.4.2 of wage agreement the dependant of the workman concerned should be provided employment without further delay.

5. On the other hand the defence case of the management as per its written statement in short is that the instant reference is bad in the eye of law and the very dispute as raised by the union over the terms of reference as mentioned in the schedule is entirely misconceived one and there can not any Industrial Dispute over the subject matter in issue.

6. The main defence of the management is that Sri Nand Lal Bouri was an employee of Tilaboni Colliery under Bankola Area, ECL and his service was terminated on being declared medically unfit for duty by Medical Board on 26-4-94. Subsequently it was proposed to re-examine him in the next medical board for assessing the genuinity of his unfitness to continue his service and accordingly he was again called to appear in the next medical board, but in spite of the specific direction of the management the concerned workman did not attend the subsequent medical board and due to the aforesaid reason the competent authority did not attend the subsequent medical board and due to the aforesaid reasons the termination was not accepted by the higher authority. As the concerned workman did not attend the medical board to prove the genuinity of unfitness therefore the question of providing employment to his dependant son does not arise at all and the same was rightly refused by the management as it is not covered as per the provision of NCWA-V the termination of service of the concerned workman has not been accepted by the higher authority. So the claim of the union for providing employment to the dependant son of the workman is out and out a baseless claim and there is no legal foundation for the said dispute.

7. It is also the defence case that it is not at all correct as alleged by the union in para 4 of the written statement that the management did not allow the concerned workman to resume duty back. It is the workman concerned who intentionally avoided to report to his duty and for the management can not be blamed for the said episode. The claim of the workman is denied and the management has claimed that their action is totally justified and legal in not providing employment to the son of Late Nandlal Bouri, Ex-Pump Operator and the concerned workman is not entitled to any other relief or reliefs as prayed for.

8. In view of the pleadings of both the parties and the materials available on the record I find certain facts which are admitted one. So before entering into the discussions of the merit of the case I would like to mention those facts which are directly or indirectly admitted by the parties.

9. It is the admitted fact that the late delinquent employee Sh. Nandlal Bouri was a permanent employee of the company working as Pump Operator of Tilaboni Colliery of M/s. Eastern Coalfields Limited..

10. It is the admitted fact that the workman concerned had applied for his voluntary retirement on medical ground and accordingly he was called to appear before the Medical Board where he was declared medically unfit for duty by the Medical Board on 26-4-94 and his services were terminated along with others.

11. It is also the admitted fact that subsequently it was proposed to re-examine the workman concerned in the next Medical Board for assessing the genuinity of his unfitness and accordingly he was again called to appear in the next Medical Board but the workman did not attend the next Medical Board with a plea that his services had already been terminated on medical ground.

12. It is the next admitted fact that the workman concerned after being declared medically unfit by the Medical Board and the termination of his service applied for employment of his dependant son Sanjeet Bouri at his place as per the NCWA VI clause 9-4-3 and accordingly all relevant documents were submitted to the management in this regard. It is the settled principle of law that the facts admitted need not be proved. Since all the aforesaid facts are admitted one I do not think proper to discuss the same in detail.

13. The management in para 1 of its written statement has taken the plea that the instant reference is bad in the eye of law and the very dispute as raised by the union over the terms of reference is entirely misconceived one and there can not be Industrial Dispute over the subject matter in issue. But it is obvious from the record that the aforesaid issue was neither raised nor pressed by the management during the course of hearing of the said reference. The management has neither examined any oral witness nor tendered even a chit of paper in support of its plea. As such I do not find any defect in the maintainability of the said reference and the facts of the case very well come under the purview of Industrial Disputes Act, 1947. The Government of India through the Ministry of Labour has rightly referred the dispute to this Tribunal for its adjudication and as such this issue is decided in favour of the union and against the management.

14. From perusal of the record it transpires that the management has not examined any oral witness nor it has tendered a chit of paper in support of its defence case.

15. On the other hand the union has examined one Sanjeet Bouri, S/o Late Nandlal Bouri the workman concerned. The union has also filed the xerox copy of the letter of unfitness (WE-IV), copy of the application of Nandlal Bouri, Pump Operator sent to Dy. CPM, Bankola Area (WE-I) for providing employment to his dependant dated 5-1-98, copy of the application of Smt. Subhadra Bouri, W/o Late Nandlal Bouri dated 6-9-98 for providing employment to her son in place of her husband Late Nandlal Bouri who died on 25-2-98; Xerox copy of the application of Smt. Subhadra Bouri, W/o Late Nandlal Bouri dated 13-11-98 enclosing therein the required documents for providing employment, copy of the letter of the Manager, Tilaboni Colliery dated 18/19-2-99 addressed to PM, Bankola

Area for advice to process the employment proposal, copy of the letter of the PM (Estd & IR) to Dy. CPM, Bankola Area for sending the information in the matter, letter of Dy. CPM, Bankola Area to apprise the factual position of the case, Xerox copy of the letter of GM(P&IR) addressed to union informing inability to provide employment, copy of the identity card of the workman concerned, Xerox copy of the death certificate of the workman concerned, Xerox copy of the NCWA V Social Security Chapter relevant to employment to the dependant, Xerox copy of the attestation Form and application form of the dependant and the copy of the W/s of the management submitted to the ALC(C), Rajbari, Burdwan. These all documents are admissible and relevant as they are official letters issued by the management. The contents and genuineness of the said documents are not challenged from the side of the management.

16. Now the only main issue for consideration before the court is to see as to how far the dependant of Late Sh. Nandlal Bouri, Ex. Pump Operator is entitled for the employment under the cause 9.3.1 & 9.3.2 of the NCWA VI under chapter IX of Social Security.

17. Heard the respective lawyer of the management side and the union on the aforesaid point in issue in detail. Both the representatives supported their contention made in their written statement.

18. From the perusal of the record it transpires that admittedly Late Nandlal Bouri was a permanent employee of the company i.e. the management and his services were terminated on being declared medically unfit for duty by the Medical Board on 26-4-94 under the clause 9.4.0 of the NCWA VI which is clear from the copy of the letter of unfitness and Xerox copy of the letter of Manager, Tilaboni Colliery addressed to PM, Bankola Area for advice to process the employment proposal. Xerox copy of the letter of the PM (Estd & IR) to Dy. CPM, Bankola Area for sending the information in the matter, Xerox copy of the letter of the Dy. CPM, Bankola Area to apprise the factual position of the case go to show that process were taken up for the employment to the dependant of Nandlal Bouri, Pump Operator, Tilaboni Colliery. It is also clear from these official letters issued by the management that altogether there were more than 30 cases who were declared medically unfit by the said medical board in that year and their duties had been terminated but no employment had been given to the dependant of the said employees. It is also mentioned therein that the case of the employment of the dependent of Sri Nandlal Bouri who had neither gone to Tribunal nor appeared to any court, his case is also pending in the lot.

19. It is further clear from the record that the workman concerned was declared medically unfit by the competent medical board on 26-4-94 and accordingly his services were terminated. The Xerox copy of the application of Nandlal Bouri, Pump Operator to Dy. CPM, Bankola Area praying therein for providing employment to his dependant goes to show that the same was submitted to the competent authority on 5-1-98 but the same was kept pending till

28-7-99 and no employment was given to his dependant during his life time as he expired on 25-2-98. It is also clear from the Xerox copy of the application dated 6-7-98 and 13-11-98 of Smt. Subhadra Bouri, W/o Late Nandlal Bouri that she had given these applications to the management for providing employment to her son in place of her husband Late Nandlal Bouri since dead and in this regard Xerox copy of the identity card along with the death certificate were also submitted to the management. Xerox copy of the attestation form and application form of the dependant go to show that these required papers were also submitted to the management for needful but the management kept mum and kept the file pending right after declaring the workman concerned medically unfit and terminating his services by the competent medical board i.e. from 26-4-94 to 28-7-99. All on a sudden a copy of the letter of GM (P&IR) dated 29-7-99 addressed to the union informing the cancellation of the Medical Board in which the concerned workman had appeared was sent which go to show the malafide intention of the management as no cogent reason for the cancellation of the said competent medical board and for fixing the next medical board directing the workman concerned to appear before the next medical board has been assigned. These all prevailing facts speak volume against the malafide intention and arbitrary conduct of the management. Besides this the letter dated 29-7-99 issued from the office of the GM (P&IR) under his signature does not indicate about the cancellation of the termination of the service of the workman concerned out coming due to his unfitness certificate of the medical board and no information in this regard directing the workman concerned to resume his duty was ever sent. As such in the prevailing facts and circumstance of the case of Nandlal Bouri would be deemed to be on the roll of the company so long he was alive.

20. During the course of argument the attention of the court was drawn towards the provision of NCWA, Memorandum of Agreement. In its chapter IX Social Security clause 9.3.0 there is provision of employment to dependant. It is clearly laid down in clause 9.3.1 "Employment would be provided to one dependant of workers who are disabled permanently and also those who die in service." Clause 9.3.3 deals with the employment to one dependant of the worker who die while in service and 9.4.3(ii) deals with employment who is permanently disabled in his place. The union has claimed the employment of the dependant of the workman concerned on both the count. One Sanjeet Bouri, S/o Late Nandlal Bouri, Ex-Worker has been examined as an oral witness and he was discharged after his cross-examination by the management side. He has clearly stated that his father, Late Nandlal Bouri had applied for his voluntary retirement due to his sickness and inability to perform his duties effectively and accordingly he was declared medically unfit after examination by the competent medical board and his services were terminated by the management. He has also supported the fact that his father had applied for providing employment to him along with all the required relevant

documents which were forwarded to the management after proper screening at colliery level for providing employment. It is also stated that his father was not allowed to resume his duty after keeping the medical board result dated 26-4-94 in abeyance. It is the definite case of the union that the dependant of the ex-workman concerned was neither given employment nor he was allowed to resume his duties so that he could get his salary in order to save his family from starvation due to which the ex-workman concerned was aggrieved and shocked resulting his death on 25-2-98 at Sub-Divisional Hospital, Asansol.

21. It is also clearly proved by the oral and documentary evidences that the wife of the deceased had also applied and requested to the management for providing employment to her son on the ground that her husband was having 11 years service due against him while he was in service at the time of his death. The Manager of the colliery had informed to the competent authority and solicited advice in this regard as well but the matter was kept pending without any progress causing a great hardship to the members of the family of the ex-workman concerned.

22. In view of the above facts, circumstance, evidence and the discussion made I am satisfied to hold that the dependant of Late Nandlal Bouri is entitled to be provided employment as per clause 9:4:3 i.e. termination of the service in medical ground and also under death scheme under clause 9:4:2 of Wage Agreement and the action of the management in not providing employment to the dependant of Late Nandlal Bouri, Ex-Pump Operator is declared to be not legal and justified rather it is arbitrary and victimizing. As such the management is directed to provide employment to the dependant of Late Nandlal Bouri as per the scheme of the NCWA within 2 months from the date of the notification of the award. Accordingly it is hereby

ORDERED

that let an "Award" be and the same is passed in favour of the union. The reference is accordingly disposed of. Send the copies of the award to the Government of India, Ministry of Labour, New Delhi for information and needful.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 15 जून, 2007

का. आ 1962.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 14/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/407/95-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 15th June, 2007

S.O. 1962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award Ref. No. 14/97 of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 14-6-2007.

[No. L-12012/407/95-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, NEW DELHI

I.D. No. 14/97

In the Matter of dispute between:—

Smt. Sangeeta Khanna
Through Chairman,
Canara Bank Employees Congress (Regd.)
M-10, Green Park Extension,
New Delhi-16.

Workman

Versus

General Manager,
Canara Bank,
Delhi Circle Office,
Marshal House,
New Delhi.

Management

PRESENT

Workman in person,
Shri Ayushya Kumar A/R for Mgt. with
Shri S.K. Behl Officer

AWARD

The Central Government in the Ministry of Labour vide its Order No.L-12012/407/95 I.R. (B-II) dated 3-1-97 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Canara Bank in awarding punishment of Stoppage of three increments with cumulative effect vide their order dated 15-2-93 to Smt. Sangeeta Khanna, clerk was justified and Legal? If not, to what relief is the said workman entitled and with what date?"

2. The workman filed claim statement claiming that the order dated 15-2-93 imposing punishment of stoppage of her three increments with cumulative effect is illegal and liable to be set aside while the management contested the claim justifying its action.

3. During pendency of proceedings the workman Smt. Sangeeta Khanna filed two complaints dated 8-3-2004 and 20-7-2004 under Section 33-A of the I.D. Act which are to be treated and determined as disputes and disposed of by this Award shall dispose off the said complaints made by the workman Smt. Sangeeta Khanna. In the first complaint dated 8-3-2004 she stated that since 1991 she has been undergoing various harassments by the management Canara Bank which is a nationalized bank and

a government undertaking. A dispute regarding stoppage of four increments of the applicant claimant is (already) pending determination. The respondents themselves imposed compulsory retirement on her since 21st April, 2001 without any evidence/fault on her part. She always worked in the interest of the bank. They have not taken any steps to check the unlawful act of Delhi Circle Office. She requested to get back her job (i.e. for reinstatement). In second complaint/application dated 20-7-04 she requested to set aside the order imposing compulsory retirement on the grounds.

No. 1 that retirement is not applicable on a workman.

2. That service conditions (of the employee) cannot be changed during pendency of proceedings as the same is unlawful under section 33-A I.D. Act. Proceedings in her I.D. Case No. 14/97 was already pending before the punishment for compulsory retirement was imposed on her.

3. That the imposition of compulsory retirement is unlawful and violative of law as no prior permission of the Tribunal/Government authority was obtained.

4. On the above grounds she requested to allow her to continue in service and compensate her of the loss caused during the period she remained out of job.

5. The complaints were contested by the respondent by filing reply dated 12-8-2004 stating therein that the petitioner workman used indecent and derogatory language in the application dated 20-7-04 and she concealed material facts that her services were dispensed with by the respondent bank for gross misconduct leading to the disciplinary action holding proper enquiry wherein she was found guilty by the disciplinary authority and her relationship with the management came to an end. She went in appeal against the said order which was dismissed vide order dated 25-1-2002 and further that this application was filed after delay of 3-1/2 years of the cessation of her employment caused by her compulsory retirement in April, 2001. The present I.D. No. 14/97 is pending disposal since 1997. The petition is not maintainable on account of delay in view of the decision reported in AIR 1959 SC 1217 captioned as M/s. Shalimar Works Ltd. Vs. Their workmen and this court has no jurisdiction in view of Supreme Court decision in Management Delhi Administration Vs. D.T.C. reported in 1973, 2 LLJ Delhi 306 and thus the workman is not entitled to the relief in view of the decision reported in AIR 1983 S.C. 1016. It is also submitted that the petitioner has been causing disturbances/obstruction in smooth functioning of the bank. Therefore, the bank has rightly taken action.

6. In view of the above the complaints under section 33 A of the I.D. Act is sought to be dismissed as the claimant is not entitled to any relief.

7. I have heard the workman is person and Shri Ayushya Kumar Sharma with Shri S.K. Behl A/R for the respondent management.

8. The petitioner contended that the punishment of compulsory retirement awarded to her for misconduct unconnected with the dispute in I.D. No. 14/97 which is

pending determination is illegal and unjustified and amounts to alteration of her service conditions and she is entitled to be deemed to be in service under section 33 of the I.D. Act and as such she claimed reinstatement in service alongwith consequential benefits including salary etc.

9. The A/R for the management refuted the above submissions and contended that complaints have been made after undue delay of over three years which gives rise to the presumption that the petitioner acquiesced the punishment awarded to her and that the complaint is, therefore, after thought. Management referred to Supreme Court decision reported in AIR 1959 S.C. 1217 captioned as M/s. Shalimar Works Limited Appellant Vs. Their Workmen to reinforce its contention. The management further contended that the punishment of compulsory retirement awarded to the complainant is in accordance with the Bipartite Settlement dated 14-2-95 and is in conformity with the provisions contained in Section 33 of the I.D. Act and the complaint is, therefore liable to be dismissed.

10. I have bestowed my thoughtful consideration to the above contentions and perused the record meticulously.

11. It is pertinent to mention that the dispute in I.D. No.14/97 about stoppage of three increments of the petitioner claimant is pending determination and during the pendency of the said dispute she was compulsorily retired for misconduct unconnected with the dispute in I.D. No. 14/97.

12. The question which arise for determination are

(1) Whether the complaint cannot be entertained on account of delay as contended by the respondent;

(2) whether the compulsory retirement of the petitioner/claimant during the pendency of dispute in I.D. No. 14/97 before this Tribunal is not permissible and amounts to alteration of the service conditions; and

(3) whether any approval is required from the Court or imposing punishment of retirement upon the claimant under the provisions of Section 33 I.D. Act and if not its effect.

13. I now proceed to determine the above questions.

Regarding the alleged delay causing acquiescence on the complainant it is pertinent to mention that in the instant case the complainant first went in appeal against the order dated 21-4-2001 imposing the punishment of compulsory retirement which was dismissed on 25-1-2002 and thereafter she has moved above said complaints dated 8-3-2004 and 20-7-2004. From the above facts it cannot be said by any stretch of imagination that the complainant/petitioner in any way accepted the punishment afforded to her on account of delay of 3-1/2 years as claimed. The complainant is pursuing her case as mentioned above and the delay in approaching the court thus stand explained. The facts mentioned in the decision reported in AIR 1959 S.C. 1217 (V 46C 167) captioned as M/s. Shalimar Works Appellant Vs. Their Workmen are distinguishable from the instant case in as much as in the said case the dispute was

not referred for adjudication within a reasonable time and was sent to industrial tribunal for more than four years after even re-employment of most of the old workmen and the reference was vague in as much as names of 250 workmen to be reinstated was not sent to the Industrial Tribunal and no list of those men was not given to it till practically after the whole proceeding was over. In the instant case the complaint was made during the pendency of the dispute in I.D. No. 14/97 as mentioned above. In my view the complainant has not acquiesced/accepted the punishment and that there is no inordinate delay as contended. This contention of the management is, therefore, repelled.

14. To determine the other questions No. 2 and 3 it would be pertinent to have a look on the provisions contained in Section 33 of the I.D. Act which are reproduced below:—

“33. Conditions of service, etc. to remain unchanged under certain circumstances during pendency of proceedings.—(1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before (an arbitrator or) a Labour Court or Tribunal or National Tribunal in respondent of an industrial dispute, no employer shall:—

- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or
 - (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute. Save with the express permission in writing of the authority before which the proceeding is pending.
- (2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman]:
- (a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or
 - (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal otherwise, that workman:
- Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

- (a) by latering, to the prejudice of such protected workman, the conditions of service applicable to him the immediately before commencement of such proceeding; or
- (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman,
- (c) save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a ‘protected workman’ in relation to an establishment, means a workman who, being (a member of the executive or other office bearer) of a registered trade union connected with the establishment, is recognized as such in accordance with rules made in this behalf.

- (4) In every establishment, the number of workmen to be recognized as protected workmen for the purposes of sub-section (3) shall be one per cent, of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen; may be chosen and recognized as protected workmen.
- (5) Where an employer makes an application to a conciliation officer, Board, (an arbitrator, a) Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass, (within a period of three months from the date of receipt of such application), such order in relation thereto as it deems fit:

(Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit:

Provided further that no proceedings before any such authority shall lapse merely on the

ground that any period specified in this Sub-section had expired without such proceedings being completed.)

15. A bare look on the above said provisions contained in Section 33(2) shows (a) that during pendency of any dispute no employer shall alter the service condition of the workmen applicable to them before commencement of proceedings of the workmen and according to provisions contained in Section 33(2)(b) no workman can be discharged and punished by dismissal or otherwise by any employer during the pendency of the dispute without the express permission in writing i.e. to say that during the pendency of the dispute the employer can alter the service conditions of the workman or can discharge or dismiss him or otherwise punish him with the express permission in writing of the authority before which the dispute is pending. According to clause (2) (a) of Section 33 of the I.D. Act during the pendency of any proceedings in respect of industrial dispute the employer may in accordance with standing orders or in the absence of such standing order in accordance with the terms of contract between him and the workman may alter in regard to any matter unconnected with the dispute the service conditions of the workman immediately before the commencement of such proceedings. According to Section 33(2)(b) the employer may in accordance with the standing order or in the absence of such standing order in accordance with the contract between him and the workman may discharge or punish the workman by dismissal or otherwise for any misconduct not connected with the dispute but there is a proviso to provisions in Section 33-2(b) according to which no workman shall be discharged or dismissed unless he has been paid wages for one month or application has been moved by employer to the authority before which the proceeding for approval of the action taken by the employer i.e. to say the workman can be discharged or dismissed for misconduct not connected with the dispute only after he has been paid wages for one month and an application for approval has been made by the employer to the authority. In the instant case there is no material to show that any application for the approval of the action of discharging the complainant with the punishment of compulsory retirement has been moved before the authority/court or any such approval has been obtained before the complainant was discharged (compulsorily retired) for misconduct by way of punishment. In the absence of moving such application for approval the action of discharging the complainant i.e. compulsorily retiring her from service is not proper and in consonance with the above provisions contained in Section 33(2)(b) and as such her discharge/ her retirement by way of punishment in my view is illegal and is liable to be set aside.

16. Similarly according to Clause 33(3) (a) and (b) No employer can alter the service conditions of the protected workman under clause 33(3)(i) and discharge any protected workman or punish him by dismissal or otherwise without express permission in writing of the authority before this the proceeding is pending.

17. For purposes of determination of the question No. 2 and 3 the provisions contained in clause 33(2)(a) and (b) are pertinent. The complainant herein has claimed that she is entitled to the protection of the provisions of Section 33(2)(a) and (b) and as the punishment of compulsory retirement has been awarded to her without compliance of the above provisions in as much as no approval has been obtained from the Tribunal for awarding such punishment and that the punishment of compulsory retirement also amounts to alternation of the service condition of the complainant in as much as her status has been changed from serving employer to retired one.

18. On the contrary the contention of the management that she has been awarded punishment of compulsory retirement on the basis of Sixth bipartite settlement dated 14-2-1995 reached between the management of 56 A class Banks as represented by the Indian Banks Association and their workmen as represented by All India Bank Employees Association, National Confederation of Bank, Bank Employees Federation of India and Indian National Bank Employees Federation.

19. The above said Bipartite settlement is not pleaded by the management respondent in its reply dated 12-8-2004 to complaints, though mentioned in written submissions/arguments only filed by the respondent nor the Bipartite Settlement mentioned above has been admitted by the complainant nor it has been proved. There is no material to show that the workman has been aware of the said Bipartite Settlement. The retirement of the workman compulsorily from service by way of punishment not connected with the dispute in I.D. No. 14/97 is not in consonance with the provisions contained in Section 33(2) (a) and (b) in as much as she has not been paid one month's salary/wages and that she has been compulsorily retired from service without obtaining approval of the Authority or the court and no application has been made by the Bank employer to the authority before which the proceeding is pending for approval of its action i.e. the respondent bank has not sought any approval of the court of its action in imposing punishment of compulsory retirement upon the workman from service. Hence action of the compulsory retirement of the workman is not in accordance with the provisions contained in Section 33(2)(a) and (b) and is illegal and liable to be set aside.

20. In view of the above discussions I hold that the Respondent management has contravened the provisions contained in Section 33-2(a) and (b) by awarding punishment of compulsory retirement to the complainant for misconduct not connected with this dispute as discussed above and in consequence she is deemed to be in service and will remain so till she attains the age of superannuation. She is also entitled to the consequential benefits i.e. the salary minus the amount of pension till the date she is reinstated. The complaints of the complainant are disposed of and award is accordingly passed under Section 33-A of the I.D. Act.

SANT SINGH BAL, Presiding Officer

Dated : 23-5-2007

नई दिल्ली, 15 जून, 2007

का.आ. 1963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया एश्योरेन्स कं. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (संदर्भ संख्या 182/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-06-2007 को प्राप्त हुआ था।

[सं. एल-17012/33/1998-आई आर (जी. II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 15th June, 2007

S.O. 1963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 182/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of New India Assurance Co. and their workmen which was received by the Central Government on 14-06-2007.

[No. L-17012/33/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
ERNAKULAM**

PRESENT**Shri P.L. Norbert, B.A. L.L.B., Presiding Officer**

(Tuesday the 29th day of May, 2007/8th Jyaishta, 1929)

I.D. 182/2006

(I.D. 27/1999 of Labour Court Ernakulam)

Workman/Union The General Secretary
GIC Employees' Union
36/707, 3rd Floor,
Kandamkulathy Towers,
M.G. Road,
Kochi-682 011.

Adv. Shri Ashok B. Shenoy

Management The Regional Manager
New India Assurance Co.,
Kandamkulathy Towers,
M.G. Road,
Kochi-682 011.

Adv. Shri Sankara Narayanan

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether the action of the Management of Regional Office of New India Assurance Co. Ltd., in terminating the services of Sh. A. Ramesh Kumar part-time sweeper, New India Assurance Co. Ltd. Kayamkulam Branch with effect from 17-4-98 is legal and justified? If not, what relief is he entitled to?”

2. The facts of the case in brief are as follows :—

According to the union Shri A. Ramesh Kumar was employed as part-time sweeper by New India Assurance Company in their Kayamkulam branch office from 26-2-1997 to 17-4-1998. He was employed against a permanent vacancy of part-time sweeper. Prior to this he was working as PTS in temporary vacancy at Kollam Divisional office of the company. In the Kayamkulam office he was working continuously until termination. However he was not paid wages and benefits in par with the regular employee of the company. The union as well as the workman had requested to regularize the service of the workman. Instead of considering that demand the management terminated the service of the workman w.e.f. 17-4-1998. The termination is illegal. No notice or compensation was given. After the termination of the workman the post of PTS was filled up by employing another person, which is illegal and violates S-25H of I.D. Act. Therefore the Industrial Dispute was raised. The workman is entitled to be reinstated with back wages and continuity of service.

3. According to the management the New India Assurance Company being a Public Sector Undertaking it has its own rules and regulations for recruitment and appointments. No appointment can be made without the concurrence of the Headquarters. No appointment order was issued to the workman. He was not appointed in any sanctioned post. His engagement was not on regular or continuous basis. He was engaged intermittently and for a few days to meet temporary exigencies of work. The Branch Manager has no authority to make appointments. The workman was paid on daily wage basis. He has not worked for a period of 240 days or more days continuously. He was not retrenched by the management. There is no violation of S-25F or 25H of I.D. Act. The part-time sweepers are to be recruited through Employment Exchange. The workman is not entitled for any relief.

4. The union filed a rejoinder refuting the contentions of the management in the written statement and reiterating the contentions of the union in the claim statement.

5. The points that arise for consideration are:

- (1) Whether the workman has put in 240 days' continuous service during 12 calendar months?
- (2) Whether S-25H of I.D. Act is violated?

(3) Is the termination illegal?

(4) Reliefs.

The evidence consists of the oral testimony of WW 1 and documentary evidence of Exts. W1 to W4 on the side of workman and MW1 and Exts. M1 to M7 on the side of management.

6. Point No (1):

It is an admitted fact that Shri A. Ramesh Kumar was employed as part-time sweeper in Kayamkulam branch of New India Assurance Company on 26-2-1997. It is also admitted that his service came to an end on 17-4-1998. The learned counsel for the union submitted that even going by the service details in Ext. W 4 he has not worked 240 days during a period of 12 calendar months in any year continuously if Sundays and holidays are excluded. He was not regularised in service. According to the management he was only a casual labourer and was paid on daily-wage basis. The workman (WW1) admits that though he was posted against a permanent vacancy he was paid wages on daily-wage basis and for Sundays and holidays he was not paid. That being the admitted facts the relevant question is, whether Sundays and holidays can be counted for the purpose of determining 240 days of continuous service.

7. To be a 'workman' within the definition of S-2 (s) of I.D. Act and to claim the benefits of S-25-F read with S-25-B of I.D. Act, certain conditions are to be satisfied. S-2(s) defines 'workman' as follows:

'S-2 (s). "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person"

S-25F. "No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until -

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice."

S-25B. Definition of continuous service.

"For the purposes of this Chapter,

- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or

authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

- (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer -

- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than -

(i).

(ii). Two hundred and forty days, in any other case."

7. According to the learned counsel for the union a person who works 6 days in a week is entitled to a rest day with payment. If so, Sunday is to be treated as a working day for the purpose of S-25F read with S-25B of I.D. Act. The learned counsel draws support for his contention in the decision of *Workmen of American Express v. Management of American Express* 1985 II-L.I.J. 539. In that case, a Typist Clerk was working in a temporary capacity with short breaks from 4-11-1974 to 31-10-1975. The worker had contended in that case that he had actually worked 275 days during a period of 12 months preceding his termination excluding short breaks in service. According to the employer he had worked only for 220 days. While the worker had included Sundays and other holidays as days on which he had actually worked under the employer, the management had excluded Sundays and holidays while calculating the total number of days the employee had worked. The Hon'ble Supreme Court in paragraph 5 of the judgement has observed thus:

"The expression which we are required to construe is 'actually worked under the employer'. This expression according to us cannot mean those days only when the workman worked with a hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders, etc. The learned counsel for the Management would urge that only those days which are mentioned in the Explanation to S.25B (2) should be taken into account for the purpose of calculating the number of days on which the workmen had actually worked though he had not so worked and no other days. We do not think that we are entitled to so constrain the construction of the expression 'actually worked under the employer'. The explanation is only clarificatory as all explanations are, and cannot be used to limit the expanse of the main provision. If the expression 'actually worked under the employer' is capable of comprehending the days during which the workman

was in employment and was paid wages - and we see no impediment to so construe the expression - there is no reason why the expression should be limited by the explanation. To give it any other meaning then what we have done would bring the object of S.25F very close to frustration. It is not necessary to give examples of how 25 F may be frustrated as they are too obvious to be stated."

8. In *Himalaya Drug Company v. Taj Ahamad* 2005 III-L.L.J. 504 (Kant) relied on by the learned counsel for the management, it is observed that the words in S-25-B (2)(a)(ii) "actually worked under employer" would include those days which the workman has been paid wages either under contract or service or under any statute or notification, etc. It is further held that: 'in other words days for which no wages have been paid to the workman Cannot be counted for the purpose of determining whether workman had worked continuously for a period of 240 days'. Referring to 'Workmen of American Express case' it is observed in Para-10 as follows:

"The aforesaid judgement of the Apex Court makes it clear that the words "actually worked under employer" would include all those days which the workman has been paid wages, either under contract of service or under any statute or notification etc. In other words, days for which no wages have been paid to the workman cannot be counted for the purpose of determining whether workman worked continuously for a period of 240 days. There cannot be any dispute in this matter, that the workman has worked for only 197 days and was paid wages only on those days. The same is very much clear from the register Exhibit M.6. Further, from the material on record it is clear that the workman was not paid the wages for Sundays and other gazetted holidays either under contract of employment or under any statute or notification. No notification or standing order is brought to the notice of this Court to show that the casual or daily wage workers are entitled to be paid even on Sundays or general holidays during which they have not worked."

In the next decision relied on by the learned counsel for the management, *Sunder Dass v. Punjab State Electricity Board* 2005 II-L.L.J. 128 (P&H), the relevant decision is contained in paragraphs 7&8 of the judgement, wherein *Workmen of American Express* case is discussed. It is held that in the reported case there was no obligation either under express or implied contract of service or by compulsion of statute, standing orders etc. to pay wages on Sundays and other holidays when the workman had not actually worked and hence those holidays and Sundays cannot be counted for the purpose of S-25-F of the Act.

What emerges from the aforesaid decisions is that if there is statutory or contractual compulsion to pay wages on Sundays and holidays, those days are to be counted for the purpose S-25F read with S-25B (2) of the Act.

9. Since there is no statutory compulsion to pay wages on holidays and Sundays and since WW1 admits that no wages were paid on Sundays and holidays to him, for the purpose of computing 240 days the holidays and Sundays can not be taken into consideration. If so the workman cannot claim the benefits U/s-25F of I.D. Act, namely, for notice and compensation for termination.

10. Point No.(2):

The workman has a case that after he was terminated on 17-4-1998 someone else was appointed in his place. This, according to him, is in violation of S-25H of I.D. Act.

S-25H reads:-

"25-H. **Re-employment of retrenched workmen.**- Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for employment shall have preference over other persons."

Ext. WI (a) and WI (d) are applications dated 8-12-1997 and 30-4-1998 submitted by the workman requesting for appointment to the post of part-time sweeper. Ext. WI (b) is a forwarding letter sent from the branch to the Divisional office of the company forwarding Ext. WI (a) application of the workman. However the application of the workman was not accepted by the management for the reason that he was not an Employment Exchange candidate. According to the management Para 7 of the Personnel Manual of the Company refers appointment of part-time sweepers. That provision says that selection shall be made from candidates sponsored by Employment Exchange. But the learned counsel for the union argued that the Personnel Manual has no statutory force. It is not one issued by a competent authority. The learned counsel for the management was not able to show who is the competent authority to issue directions in the Manual and under what provision of law or authority it has been issued and what is the binding nature of the provisions in the Manual. Employment Exchange Act, S-3 (1) read with S-2 (i) (7) make it clear that the Act does not apply to 'Sweeper'. Therefore the post of part-time sweeper need not be filled up through Employment Exchange. Hence the fact that the workman is not a candidate sponsored by Employment Exchange is no reason to reject his application. However a larger question arises with regard to re-employment. S-25H of I.D. Act says that when any other person is proposed to be employed in the place of a workman who was retrenched the latter shall be given an opportunity for re-employment. Thus as per the provisions unless the workman was a retrenched workman he does not get a right for re-employment as envisaged in S-25H of the Act. S-2 (00) of the Act defines retrenchment. The relevant portion reads:

"retrenchment means the termination by the employer of the service of a workman for any reason

whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry.....”

It is contended in pages 2 & 3 of the written statement that he was appointed intermittently and for a few days to meet temporary exigencies of work. Therefore as a casual employee engaged for a few days for sweeping he was given wages on daily basis. He was disengaged on completion of that work. Ext. W 4 already referred shows the manner of engagement. It reveals that his employment was not continuous and his service was for limited and specific periods and that too intermittently from 26-2-1997 to 17-4-1998. The management had engaged the workman whenever they wanted his service and they did not want to renew the contract for another spell from 17-4-1998 onwards. For non-renewal of contract of employment the termination cannot be termed as ‘retrenchment’ coming within the definition of S-2 (00) of I.D. Act and therefore there is no violation of S-25H of the Act. The person employed after the disengagement of the workman was one sponsored by Employment Exchange. Whatever be the manner in which such person was taken by the company the workman cannot say that his right is violated. Therefore I find that there is no violation of S-25H of the Act.

11. Point No. (3):

I have already found above that there is no violation of S-25F and H of I.D. Act. No other argument was advanced by the learned counsel for the union regarding violation of any other provision. Therefore I find that the termination of the service of the workman is legal and justified.

12. Point No. (4): (See Award portion).

13. In the result, an award is passed finding that the action of the management of Regional Office of New India Assurance Co. Ltd., in terminating the services of Sh. A. Ramesh Kumar, part-time sweeper, New India Assurance Co. Ltd., Kayamkulam Branch with effect from 17-4-98, is legal and justified. The workman is not entitled for any relief. No cost. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 29th day of May, 2007.

P. L. NORBERT, Presiding Officer
APPENDIX

Witness for the Workman/Union :

WW 1 -Shri A. Ramesh Kumar - 18-10-2006.

Witness for the Management:

MW1 -Shri M.G. Ramachandran Nair - 14-02-2007.

Exhibits for the Workman/Union:

W1-Copy of representation dated 12-5-1998 submitted by Union before ALC (C).

W1(a) -Photostat copy of application dated 8-12-1997 submitted by workman to management.

W1 (b)-Photostat copy of letter dated 8-12-1997 issued by Br. Manager.

W1(c) -Photostat copy of 1 st and last page of SSLC book of workman.

W1 (d)-Photostat copy of representation dated 30-4-1998 submitted by workman.

W2-Photostat copy of failure of conciliation report dated 27-8-1998.

W3 -Photostat copy of conduct certificate issued by Br. Manager dated 26-3-1998.

W4-Photostat copy of details of work done by workman on daily wages.

Exhibits for the Management :

M1-Photostat copy of application dated 30-4-1998 submitted by workman.

M2-Photostat copy of letter No.QDG/HRM/98 dated 22-6-1998 issued by Divisional Manager to Regional Office.

M3-Photostat copy of relevant pages of Personnel Manual reg. recruitment.

M4-Photostat copy of statement dated 30-6-1998 filed by management before ALC(C).

M5-Photostat copy of counter statement dated 6-7-1998 filed by union before ALC(C).

M6-Photostat copy of rejoinder dated 15-7-1998 filed by management before ALC(C).

M7-Photostat copy of minutes of conciliation meeting dated 3-8-1998 before ALC(C).

P. L. NORBERT, Presiding Officer

नई दिल्ली, 25 जून, 2007

का.आ. 1964.—जबकि मैसर्स पुलगांव कॉटन मिल्स, पुलगांव (महाराष्ट्र क्षेत्र में कोड संख्या एम.एच./3518 के अंतर्गत) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने भारत सरकार द्वारा प्रदत्त कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट समाप्त करने के लिए आवेदन दिया है।

2. जबकि, उपर्युक्त प्रतिष्ठान को उक्त अधिनियम की धारा 17(1) (क) के तहत 01-04-1953 से छूट प्रदान करने वाली एक अधिसूचना 17-04-1953 को भारत के राजपत्र की अधिसूचना संख्या 10/509/एम.पी./6 में प्रकाशित किया गया था।

3. और जबकि, यह ध्यान में आया है कि उक्त प्रतिष्ठान 31-08-2003 से बंद पड़ा है तथा उसमें कोई भी क्रियाकलाप जारी नहीं है।

4. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा-प्रदत्त शक्तियों का प्रयोग करते हुए उक्त प्रतिष्ठान को दिनांक 17-04-1953 की राजपत्र अधिसूचना में स्वीकृत छूट को 31-08-2003 से समाप्त करती है।

[सं. एस-35017/01/2006-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 25th June, 2007

S.O. 1964.—Whereas M/s Pulgaon Cotton Mills, Pulgaon (under Code No. MH/3518 in Maharashtra region) (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification granting exemption w.e.f. 01-04-1953 under Section 17(1)(a) of the said Act to the said establishment was published in the Gazette of India vide Notification No. 10/509/MP/6 dated 17-04-1953.

3. And whereas it has come to notice that the establishment has been closed since 31-08-2003 and it is no longer carrying on any activities.

4. Now, therefore, in exercise of the powers conferred by sub-section(4) of section 17 of the said Act, the Central Government, hereby, cancels the exemption granted vide Gazette Notification dated 17-04-1953 to the said establishment with effect from 31-08-2003.

[No. S-35017/01/2006-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 25 जून, 2007

का.आ. 1965.—जबकि मैसर्स डी.सी.एम. श्री राम कॉन्सोलिडेटेड लि., दिल्ली (दिल्ली क्षेत्र में कोड संख्या डीएल/38, डी एल/2294 तथा डी एल/5819 के तहत) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के

प्रचालन से 01-07-1999 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/31/2007-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 25th June, 2007

S.O. 1965.—Whereas M/s DCM Shriram Consolidated Ltd., Delhi (under Code No. DL/38, DL/2294 & DL/5819 in Delhi region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-07-1999, until further notification.

[No. S-35015/31/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 25 जून, 2007

का.आ. 1966.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना सं. का.आ. दिनांक 14-12-2006 द्वारा कांयला उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 4 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 28-12-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 28-6-2007 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. संख्या एस.-11017/2/97-आई. आर. (पी. एल.)]

गुरजोत कौर, संयुक्त सचिव

New Delhi, the 25th June, 2007

S.O. 1966.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour dated 14-12-2006 the service in the Coal Industry which is covered by item 4 of the first Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 28th December, 2006.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 28th June, 2007.

[File No. S-11017/2/97-IR(PL)]

GURJOT KAUR, Jt. Secy.

नई दिल्ली, 26 जून, 2007

का.आ. 1967.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जुलाई, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी हैं) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“तमिलनाडु के कांगयम्पालयम दल के ईरोड जिला के पेरुन्दुरै तालुक के अन्तर्गत आने वाले राजस्व ग्राम अग्रहार, पेरियपालयम, अग्रहार पेरियपालयम दल में सरकार पेरियपालयम, तेन्मुगम कांगयम्पालयम, वडमुगम में वडमुगम कांगयम्पालयम के पेरुन्दुरै तालुक के अन्तर्गत आने वाले राजस्व गाँव” ।

[संख्या एस-38013/17/2007-एस. एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 26th June, 2007

S.O. 1967.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st July, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which

have already been brought into force) and Chapter V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamilnadu namely:—

“Areas comprising the Revenue Villages of Agrahara Periyapalayam, Sarkar Periyapalayam in Agrahara Periyapalayam Group, Thenmugam Kangeyampalayam, Vadamugam Kangeyamalayam in Vadamugam, Kangeyampalayam Group of Perunthurai Taluk, Erode District.”

[No. S-38013/17/2007-SS-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 26 जून, 2007

का.आ. 1968.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जुलाई, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी हैं) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों के प्रवृत्त होंगे, अर्थात् :—

“आन्ध्र प्रदेश राज्य के कृष्णा जिले के विजयवाडा रूरल मण्डल में स्थित निडमनूर, गूडवल्ली, डोनीतकूर और प्रसदमपाडु राजस्व गाँव के सम्बन्धित इलाकों।”

[संख्या एस-38013/18/2007-एस. एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 26th June, 2007

S.O. 1968.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st July, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:—

“All the areas falling within the Revenue Villages of Nidamanur, Gudavalli, Doneatkur and Prasadampadu in Vijaywada Rural Mandal of Krishna District of Andhra Pradesh.”

[No. S-38013/18/2007-S.S.I)]

S. D. XAVIER, Under Secy.